47TH CONGRESS, 1st Session. } HOUSE OF REPRESENTATIVES. { Ex. Doc. No. 196.

EASTERN CHEROKEES IN NORTH CAROLINA.

LETTER

FROM THE

SECRETARY OF THE INTERIOR,

IN RESPONSE TO

Resolution of the House of February 25, 1882, relative to the lands and funds of the Eastern Band of North Carolina Cherokees.

MAY 11, 1882.—Referred to the Committee on Indian Affairs and ordered to be printed.

DEPARTMENT OF THE INTERIOR,
Washington, May 8, 1882.

SIR: I have the honor to acknowledge the receipt of a resolution of the House of Representatives of 25th February last, calling on this department for certain information on matters therein specified relative to the Eastern Band of Cherokee Indians, residing in North Carolina.

The information called for has been prepared in the office of the Commissioner of Indian Affairs, a copy of whose report of 26th ultimo, with accompanying papers therein referred to, will be found herewith.

Touching the concluding portion of the resolution, which refers to trespasses upon the lands of these Indians by white settlers, and what steps, if any, are necessary to be taken in order to protect the Indians in their rights, attention is respectfully invited to the suggestion of the Commissioner (on page 102 of his report, before referred to), in which this department concurs, to wit, whether it would not be advisable for Congress to pass an act placing these people under the jurisdiction of the United States district court for the western district of North Carolina. As a precedent for such action, attention is invited to the eleventh section of the act of July 15, 1870 (16 Stat., 362).

Very respectfully, your obedient servant,

H. M. TELLER,
Secretary.

The SPEAKER
House of Representatives.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
April 26, 1882.

SIR: I have the honor to acknowledge the receipt, by department reference for report, of a resolution of the House of Representatives Forty-seventh Congress, first session, passed February 25, 1882, as follows:

Resolved, That the Secretary of the Interior be requested to inform the House of Representatives of the present condition of the Eastern Band of the Cherokee Indians residing in North Carolina, what lands they own as a band or tribe or in severalty, and what amount of money, if any, said Indians have in the Treasury of the United States, or what amount of bonds, if any, are held by the United States in trust for them. That he inform this House fully as to what proceedings were taken in the year 1874 and since that time, either by the United States or by said band, with the consent and advice of the United States, for the recovery of lands in the State of North Carolina claimed by said Indians, or for the recovery of moneys from their late agent, or for the adjustment of their accounts with any of said agents. Also, whether any awards were made in favor of said Indians by any board of arbitrators or any court in respect to lands, moneys, or accounts; and if so, what said award was, and specifically the action taken by his department in respect to the same up to the present time. That he also furnish copies of any contract or contracts made by said Indians, with any attorney or attorneys, relating to the prosecution of said claims for land, moneys, or the adjustment of said accounts, and what action has been taken by his department with respect to said contracts, what payments have been made to said attorney or attorneys, if any, by reason of services performed by them under said contracts, and what, if any, is still claimed by said attorney or attorneys to be due on account of said services. That he also inform this House what disposition has been made by his department of the moneys belonging to said Indians referred to in an act of Congress approved March 3, 1875. That in giving the information relative to these moneys he shall state in detail each item of expenditure, the purpose for which the same was expended, and the authority of law for the payment of each item, and shall state what amount of money was placed at the disposal of his department by said act, and how much, if any, remains unexpended.

It is further requested that the honorable Secretary furnish this House with any information he may be able to give concerning the settling of whites upon the lands of the Indians, and what steps, if any, are necessary to be taken in order to protect the Indians in their rights.

In reply, I have to report that these Indians are located upon lands in Cherokee, Graham, Jackson, and Swain Counties, in North Carolina. Most of their lands, however, lie in Jackson and Swain Counties, and are known as the "Qualla Boundary," comprising about 50,000 acres. Their other lands lying in the four counties are in detached tracts and aggregate 15,211 acres.

The title to these lands had, for several years, been the subject of litigation growing out of the fact that the deeds for these lands, purchased with tribal funds at sundry times in 1861 and previously by the late United States Indian agent, William H. Thomas, had been taken in the name of the agent instead of in the name of the Indians. Agent Thomas contemplated, no doubt, when he had completed his purchases, conveying the same to the Indians. Before the execution, however, of such a purpose the war came on, and Mr. Thomas being involved in debt and having become insane, nothing was done until Congress, by the eleventh section of the act of July 15, 1870 (16 Stats., p. 362), authorized and empowered these Indians to institute suit in the circuit court of the United States for the western district of North Carolina against said Thomas for all claims, including lands, which they might have against him.

The eleventh section of said act is as follows:

And be it further enacted, That the Eastern Band of the Cherokee Indians, by that name and style, be, and they are hereby, authorized and empowered to institute and carry on a suit or suits in law or equity in the district or circuit courts of the United States

against the present or former Indian agent or agents of said band, their administrators, executors, and heirs, and against the securities of such agent or agents, their administrators, executors, curators, or trustees, for all claims, causes of suit, or rights in law or equity that said band may have against them or either of them; and the law of limitation shall apply to such claims, causes of action, and rights from and after the day this act takes effect. It shall be the duty of the district attorneys and the Attorney-General of the United States to institute and prosecute all suits, cause for which may arise under this section.

In pursuance of this authority, in May, 1873, a suit in equity was instituted in the circuit court of the United States for the western district of North Carolina by the Eastern Band of the Cherokee Indians, against William H. Thomas and William Johnston, seeking to subject the said Thomas, as agent and trustee of the plaintiffs, to an account and settlement for large sums of money alleged to have been received by him for the benefit of the plaintiffs from the United States, from the year 1836 to the year 1861; which moneys, it was alleged, had been or ought to have been invested by him, according to various contracts made by the said Thomas from time to time with said Indians in certain boundaries of land for the benefit of plaintiffs, as a tribe or community, and in a number of separate tracts of land for individual members of said Eastern Band of the Cherokee Indians. It was further alleged that the legal title to all of said lands was held by the said Thomas in his own name.

It was alleged against the other defendant, William Johnston, that, in the year 1869, he had procured a sale of all of said lands by the sheriffs of the several counties in which they were situate to satisfy judgments which he, Johnston, had previously obtained in the courts of North Carolina against said Thomas; and that Johnston had bought the lands at said sales, and had taken said sheriffs' titles therefor to himself, with a knowledge of the subsisting equities of the Indians. It was further alleged that Johnston, after said sheriffs' sales, in September, 1869, had entered into a contract with certain of the said Eastern Band of the Cherokee Indians to release to them, for their tribe, all the right which he claimed to have acquired by said sheriffs' sales to said lands for the sum of $30,000, payable within eighteen months after the date of said contract; and that the Indians had paid him at the time said contract was executed the sum of $6,500.

An action at law was commenced at the same time as the above-mentioned suit in equity, by the same plaintiffs, against James W. Terrell, their former agent, from 1853 to 1861, and his sureties, the said Thomas and Johnston, to recover a balance of their moneys which he had received for their use from the United States, and which, as it was alleged, he had not properly accounted for.

At the May term, 1874, of the said circuit court of the United States, the parties to the above two causes entered into an agreement, in writing, to submit all matters of dispute and controversy between them to Messrs. Rufus Barringer, John H. Dillard, and Thomas Ruffin, their award to be final and a rule of the court; said submission to have effect from the approval thereof by the Hon. R. P. Dick, judge of said court, the Secretary of the Interior, the Commissioner of Indian Affairs, and the Department of Justice. This agreement was approved June 17, 1874, by all the said several officers, and the arbitrators undertook the work thereby imposed upon them.

On the 24th day of October, 1874, they made and filed their award, which was confirmed at the following November term of the said United States circuit court held at Asheville.

The award found: That William H. Thomas was the agent of the plaintiffs from the year 1838, and, as such, undertook to purchase, and

did purchase for them, lands paid for with moneys coming to them from the United States; that from time to time, and from various persons, he purchased lands for them as a tribe and community and settled them thereon; which purchases comprise the large tract situated on Soco Creek and the Ocono Lufta River and their tributaries, known as the Qualla Boundary, described by metes and bounds—area estimated by the arbitrators at over 50,000 acres; that within the said Qualla Boundary the said Thomas sold and conveyed, by deed, several tracts to individual Indians (naming them) and received from them, respectively, the purchase money; that he also contracted, in writing, to sell several other tracts within said Qualla Boundary to individual Indians (naming them) and received from them, in whole or in part, the purchase money. It was therefore awarded—

That the general boundary, known as the Qualla Boundary, and above described, belongs to and shall be held by the Eastern Band of Cherokee Indians, living in the State of North Carolina as a tribe or community, and whether living at this time at Qualla or elsewhere in the State; and that the individual Indians above named as holding under said Thomas, either by deed or contract, shall hold and possess their several tracts as their separate property, with the quality of being inheritable, but without the power of alienation except from one Indian to another, and then only with the assent of their council; all the above, however, to be subject to the payment of a sum of money to William Johnston, as hereinafter provided.

The award then determined the titles of a large number of individual Indians and persons of Indian blood to tracts of land outside of the Qualla Boundary, and decreed that conveyances should be made to them by Thomas and Johnston upon the terms and according to their right as specified in the title bonds or contracts as the case might be. That those individual Indians (naming them) who had respectively an equity, to have title, should have said title made to them by the said Thomas and Johnston upon the payment of the purchase money still due from them; and the said Thomas or Johnston, as the case might be, should have a right, in default of such payment of the purchase money, to enforce the same by sale of their lands, respectively, according to law. Beyond this the records of this office do not show what lands are held in severalty.

The award found that the plaintiffs owed Thomas a balance toward the purchase money of the Qualla Boundary of $18,250; that after the purchase of the said lands by Johnston under his executions against Thomas, Johnston obtained from certain of the plaintiffs on his contract of September 29, 1869, for the redemption of said lands by the Indians, the sum of $6,500, which, with interest to the date of the award, amounted to $8,486, it was awarded Johnston should apply, as a credit on his said judgments against Thomas, as money paid by the plaintiffs toward the balance above stated as due from them to Thomas, thus reducing said balance due Thomas to the sum of $9,764.

In the suit at law on the bond of Terrell and his sureties, the award found: That Terrell was liable to the plaintiffs for the sum of $2,697.89, being the sum of $24.78 that Terrell paid over to Thomas, not in strict compliance with law—and interest thereon—and that that sum be deducted from the above balance of $9,764, thus reducing it to the sum of $7,066.11 (which sum, with interest, $7,242.76, was paid April 3, 1875), and upon the payment of which, with 6 per cent. interest from the date of the award, to the defendant Johnston, and by him to be entered as a credit on his said judgments against Thomas; and that the plaintiffs should have a perfect equity to demand and have of him, the said Johnston, a conveyance of the legal title to all the lands embraced within their said Qualla Boundary, the same to be made to them or to some trustee

for them; and until such conveyance was made the said Johnston, so soon as said balance was paid him, should himself stand seized as a naked trustee of said lands to the use of said plaintiffs. The award further found: That to secure repose of title to the parties and to end litigation between them, that all accounts, claims, and demands between the plaintiffs as a tribe, and each and every member of the tribe, wherever residing in the State of North Carolina, and William H. Thomas and William Johnston, and either of them, were to be treated as concluded and adjusted between them, and in no way collectable and enforceable save and except as was thereinbefore provided in relation to contracts for sales of land, and save and except the matters of controversy between the members of the Raper family in regard to their reservation money.

It was further awarded: That all deeds to Thomas under which the said Indians claim, and all his deeds and written contracts of sale to them, or any of them, should be registered in the proper offices of the State; to that end awarded that all such deeds and contracts be delivered to W. W. Rollins, one of the plaintiffs' agents, for registration; and that the said Thomas be allowed 10 per cent. on all moneys said Indians may hereafter receive from lands sold for their benefit west of the Mississippi River, to be paid when the same was actually realized by the said Indians, and not otherwise; and that the costs in the suit at law having been disposed of, that all the other costs be taxed in the equity case and be paid one-half by the plaintiffs and the other half by the defendants, W. H. Thomas and William Johnston.

By the sundry civil appropriation act of June 23, 1874 (18 Stats., p. 213), the sum of $15,000 was appropriated to defray the expenses of surveying the land of the Cherokee Indians of North Carolina recovered in the suit against William H. Thomas, and the survey was made by Mr. M. S. Temple of the outbounds of the Qualla Boundary and the various individual tracts therein, also such other separate and detached tracts of land outside of Qualla Boundary as could be identified by title-deeds or field-notes.

By the deficiency appropriation act of March 3, 1875 (18 Stats., p. 412), the sum of $15,000 was appropriated to pay the costs adjudged against the Eastern Band of the Cherokee Indians in the suits at law and in equity between them and William H. Thomas and others, determined in the circuit court of the United States for the western district of North Carolina, and including compensation to special counsel and for other purposes, in pursuance of the act of Congress of July 15, 1870; and by the Indian appropriation act of March 3, 1875 (18 Stats., 447), it was enacted—

> That the fund set apart in the Treasury of the United States by virtue of the fourth and fifth sections of the act of Congress entitled "An act making further appropriations for the current and contingent expenses of the Indian department and for fulfilling treaty stipulations with the various Indian tribes for the year ending June thirtieth, eighteen hundred and forty-nine, and for other purposes," approved July twenty-nine, eighteen hundred and forty-eight, shall be applied, under the direction of the Secretary of the Interior, for the use and benefit of the Eastern Band of Cherokee Indians, to perfect the titles to their lands recently awarded to them by a decree of the circuit court of the United States for the western district of North Carolina, to the payment of such costs, charges, expenses, and liabilities attending their recent litigations in the said court as the Secretary of the Interior may determine to be properly chargeable to them; to purchase and extinguish the titles of any white person or persons within the general boundaries allotted to them by the said decree of said court; and for the education, improvement, and civilization of the said Indians.

At the time of the award of Barringer, Dillard, and Ruffin, in the case of the Indians *vs.* William H. Thomas, it was agreed, September 11,

1874, by and between the said Thomas and William Johnston, to refer certain matters of dispute between themselves to the final arbitrament and award of these same arbitrators, who awarded: That there was due to William Johnston from William H. Thomas three judgments, as follows:

Judgment in Buncombe supreme court	$13,198 40	
Interest from October 15, 1858, on $11,215.48, to September 14, 1874, 15 years and 11 months	10,093 85	
		$23,292 25
Judgment in Buncombe superior court	7,616 66	
Interest from June 10, 1867	2,175 00	
		9,791 66
Balance of R. B. Johnston's judgment, $417.31, and interest		803 20
Aggregate		33,887 11
Subject to the following credits: $6,500 paid to William Johnston by Cherokees under contract of September, 1869, with interest thereon to the date of the first award	8,486 00	
Amount due from Eastern Cherokees, as per award	7,066 11	
		15,552 11
Balance		18,335 00

And that amount, $18,335.65, was awarded as the true amount of indebtedness of William H. Thomas to William Johnston, which he is entitled to collect with interest until paid, together with the court's costs taxed in the said three judgments. The award further found that said William Johnston held sheriffs' deeds of Jackson and other counties for various tracts of land sold as the property of said Thomas and not embraced in the lands held by him in trust for the Indians under executions issued on the three judgments hereinbefore described; that said lands were bought by the said Johnston at greatly less than their fair value, for reason of clouds on the title and forbiddals at the sales, and therefore the said several sheriffs' deeds should be held as a security merely for the balance aforesaid due on said judgments and the *costs* taxed or taxable on each; that James W. Terrell and Thomas D. Johnston should make sale of the lands mentioned in the said sheriffs' deeds other than those tracts awarded to belong to the Cherokee Indians, as a *tribe* or individually, or so much thereof as might be sufficient on the terms, viz, one-fourth cash, and the balance in one and two years, in equal installments, with interest from the day of sale, and out of the proceeds to pay and satisfy the said balance of $18,335.65, with interest and costs, as aforesaid.

After the rendition of said award, Mr. Johnston offered to transfer and assign these judgments to the Eastern Band of Cherokee Indians or properly authorized trustees on their behalf.

On information furnished by James Taylor, May 26, 1875, urging enforcement of the foregoing act of Congress, and, in compliance with department instructions, this office made report June 2, 1875, stating that the best interests of the North Carolina Cherokees require that the proposition of Mr. Johnston to sell the Cherokees a judgment held by him against William H. Thomas, which was a lien upon numerous tracts of land within the Cheoah boundary, as well as other lands outside of that boundary, should be accepted. The interest of 46 Indian families were involved in these judgments, which, if not purchased, would be sold in satisfaction of said judgments. The original proposition of Mr. Johnston, for the sale of the judgments and a statement by J. W. Terrell, the delegate of the Eastern Cherokees, as well as a copy of the award of the arbitrators, were submitted to Hon. William Stickney at the

time of his appointment on the commission to inquire into the affairs of these Indians, and he confirmed the opinion that the judgments should be purchased.

The proposition of Mr. Johnston was to sell the judgments for the sum of $18,335.65, with interest from October 25, 1874, and the cost of said judgment, $72.55 = $18,408.20. Mr. Terrell urged its acceptance, and Agent McCarthy favored the proposition, because by it the rights of all parties were clearly provided for, not only of the Indians, but also of Mr. Thomas.

On these facts recommendation was made by this office that authority be given Agent McCarthy to buy in behalf of the Eastern Cherokees the aforesaid judgments for the sum of $18,408.20, and because said judgments were a lien upon the lands of these Indians. Secretary Delano, on the 3d June, 1875, authorized the purchase. Instructions in accordance therewith were issued June 5, 1875, to Agent McCarthy for the purchase of said judgments, and a requisition issued for the money on the same day.

Subsequently, on the 9th June, 1875, Secretary Delano modified his instructions of the 3d, then instant, respecting the purchase of said judgments, and directed that Agent McCarthy should consult Marcus Erwin, assistant district attorney for the western district of North Carolina, and not purchase the judgments unless Mr. Erwin should be of opinion that they were liens upon certain lands of the North Carolina Cherokees, and that the best interests of said Indians required their purchase; and further, that if Mr. Erwin should be of opinion that the interests of the Cherokees required the purchase of the judgments the concurrence of the commissioners, Stickney, Beard, and McCarthy, appointed to investigate certain matters pertaining to the North Carolina Indians, should also be obtained before purchase, unless the delay for such concurrence should be dangerous, when purchased, the judgments to be assigned to the Commissioner of Indian Affairs, in trust, and for the use of the Eastern Cherokees of North Carolina. These modified instructions were issued to Agent McCarthy on the 10th of June, 1875.

Under date of July 27, 1875, Agent McCarthy reported his purchase of the judgments, under instructions of June 5 and 10, 1875, from Thomas D. Johnston (who held power of attorney from William Johnston) for the sum of $19,245.53, including $18,335.65, amount of principal; $72.55, costs taxed, $18,408.20; with interest on $18,355.65 from October 23, 1874, to July 27, 1875, 9 months and 4 days, $837.33=$19,245.53. These judgments were assigned to the Commissioner of Indian Affairs, in trust, for the Eastern Band of Cherokee Indians in North Carolina.

On the 11th of November, 1875, E. C. Watkins, Indian inspector, was instructed to visit the North Carolina Cherokees and make careful inquiry in regard to the particulars connected with these judgments, the value of the property that was acquired under them, reporting all facts that would enable this office to have a full understanding in the premises and that would form a guide for action in the future. Under date of January 22, 1876, this office submitted to the Secretary of the Interior the report of Inspector Watkins, dated December 18, 1875, concurring in the views and conclusions expressed by him, especially in reference to the method of perfecting the title acquired to certain lands by the purchase of the judgments of William Johnston *vs.* William H. Thomas, believing that quitclaim deeds of all the lands for which Johnston held sheriffs' deeds should be taken from him in favor of Commissioner of Indian Affairs, as trustee for the Eastern Band of Cherokee Indians of North Carolina, in accordance with the assignments of said judgments.

Recommendation was made, as suggested by Inspector Watkins, that a suitable person be designated by the department to act in behalf of the Eastern Cherokees, under office instructions, in connection with J. W. Terrell and Thomas D. Johnston, named in the second award of the arbitrators as commissioners to resell the lands to satisfy said judgments; that said three persons appraise the lands occupied by Indians outside of the Qualla boundary, and conveyed to William Johnston by said sheriffs' deeds, together with such other lands covered by said deeds and contiguous thereto as might be necessary to satisfy said judgments, and that trust deeds be executed by said Commissioners Terrell and Johnston in favor of the Commissioner of Indian Affairs, and the judgments satisfied, if this could be legally done under the award. But should it be deemed advisable for Commissioners Terrell and Johnston to proceed to *sell* the lands, in technical compliance with the terms of the award, the person designated by the department could, in that case, buy the lands on behalf of said Indians to the extent of a full satisfaction of the judgments and receive deeds therefor in the name of the Commissioner of Indian Affairs as trustee for the Eastern Band of Cherokee Indians.

Under directions of the Secretary of the Interior this officer, on the 13th of March, 1876, instructed William Vandever, Indian inspector, to visit North Carolina with a view to perfecting the title to the lands occupied by the Eastern Cherokees, upon which the judgments, amounting to $19,245.53, in favor of William Johnson, were liens, as it was then believed that the provisions of the acts of March 3, 1875, under which the purchase of the judgments was made, did not justify such purchase except as a measure or method to perfect titles in certain tracts of land bought from Thomas by individual Indians named in the award, and upon which partial payments were made by them to Thomas. To protect and perfect these titles General Vandever was instructed to ascertain (1) the cash value of the lands upon which the judgments in question were liens; (2) the quantity of such lands in each case included in the purchase made by individual Indians, and the actual value thereof; (3) the amounts paid by such individuals upon the tracts purchased; (4) whether there were not among such purchases cases where the improvements made were so trifling in amount as to render the completion of the purchase of the land undesirable; (5) and to furnish full information regarding the title to the lands in question, and particularly to any sales thereof that had been made by the local authorities of North Carolina for taxes.

On the 10th of April, 1876, Inspector Vandever made his report, which set forth that the second award made by the arbitrators was a private affair between Thomas and Johnston, and in no wise connected with first award; that notwithstanding the purchase of the judgments in favor of Johnston at the value estimated in said second award, viz, $18,335.65 and interest, that Messrs. J. W. Terrell and Thomas D. Johnston, commissioners named in the second award to sell the lands, did proceed to sell and convey certain tracts of land which were affected by the purchased judgments; that the second award was placed in the hands of N. W. Woodfin, an attorney, by agreement between Messrs. Thomas and Johnston, and that the court was not asked to take any cognizance of it. After the death of Mr. Woodfin, at the November term, 1875, of the United States circuit court, a motion was made to have the said award admitted to record, which was ordered, when said Commissioners Johnston and Terrell filed a report of their proceedings, and the court confirmed their authority to act; that the lands were

thought to be ample to reimburse the money expended in the purchase of the judgments, and to satisfy all the claims of the Indians against Thomas, but there was doubt about the authority or the legality of the acts of these commissioners, and that they should be restrained from proceeding further with the disposition of these lands.

In view of these complications Inspector Vandever recommended the appointment of an agent or commission, with the consent of all the parties, whose duty it should be to appraise the lands held subject to these judgments, and to take so much of them as might be required to fulfill the stipulations of the award in favor of the Indians and to reimburse the amount paid for the judgments, after which the balance of the land, if any remained, should be released to Mr. Thomas.

At the same time Inspector Vandever submitted the proceedings of a special council of the Eastern Band of Cherokee Indians, held at the Cheoah Council Grounds, in Graham County, North Carolina, on the 13th and 27th days of March, 1876, where a proposition, dated Murphey, N. C., March 2, 1876, from James W. Terrell and Thomas D. Johnston, acting under powers of attorney from William H. Thomas and William Johnston, as well as commissioners under the award of Thomas and Johnston, was submitted to the Indians in council and by them accepted and adopted.

The proposition was as follows:

First. That the judgments shall be credited with the amounts now due on the notes of individual Indians for lands sold to them by said Thomas in said Cheoih boundary, and which said contracts were confirmed and adjudicated to be binding on the parties, as will appear by reference to the award in the case of Eastern Band of the Cherokee Indians *vs.* William H. Thomas et. al., on file in the aforesaid cause, and thereupon said notes to be cancelled and titles executed by us in pursuance of the authority vested in us by said award and powers of attorney in pursuance of said award.

Second. That we execute title in pursuance of said award and powers of attorney for all the balance of the unsold Thomas lands lying in said boundary whenever said judgments shall be credited with the amount of one dollar per acre for said lands, the number of acres to be ascertained by James W. Terrell, and such person as your honorable body may designate to act with him, and they to report the same to the Commissioner of Indian Affairs, together with a schedule containing a synopsis of the titles by which the said lands are held by William H. Thomas and such other information as they may deem advisable.

Third. That we pay C. A. Colvard the sum of $1,200, due to said Colvard for lands contracted by him to said Eastern Band, upon which they have erected their school-house and other houses, the said amount ($1,200) to be credited on said judgment; and if there then be a balance due on said judgment we will pay for the erection of the school-house the amount to be credited on the judgment.

Fourth. And if there should then remain a balance due on said judgment, we propose to secure for said Eastern Band, to the extent of said balance, the lands contracted by said Thomas to Andrew Colvard; and also lands contracted by said Thomas to John A. Hyde, and the lands contracted by said Thomas to Wesley Holland, providing said land can be procured by us from said parties at a price not exceeding the original contract price for the same, and provided that the aggregate amounts therefor do not exceed the balance due on said judgment, the said amount so paid to be also credited on said judgment. The conditions embraced in this fourth proposition to be carried into effect only as we can secure funds from the sales of other of the Thomas lands to make the purchases therein provided for.

Fifth. Should there then still be a balance due on said judgment, or should said Eastern Band of Cherokee Indians desire to purchase any other of the Thomas lands, at Quallatown or elsewhere, in lieu of those embraced in the fourth proposition, or otherwise, we propose to let them have the same at a fair valuation, to be agreed upon as may be deemed most advisable by the parties.

The proposition was indorsed as follows:

CHEOAH COUNCIL GROUND,
Graham County, North Carolina, March, 1876.

Be it resolved by the special council of the Eastern Band of the Cherokee Indians of North Carolina in special council assembled, and it is hereby resolved by the authority of the same,

That we accept and agree to the foregoing proposition, and hereby authorize and request the Secretary of the Interior and Commissioner of Indian Affairs to consummate the same for us and in our behalf as therein provided for.

Resolved, second, That we hereby appoint Enola, or Black Fox, and James Taylor to act for us, in conjunction with James W. Terrell, to ascertain the number of acres of land to be purchased by us as provided in the second proposition, and to receive title-deeds to lands as therein provided.

Acting upon the suggestions embodied in the report of Inspector Vandever and the action taken by the Indians in their indorsement of the proposition of Messrs. Terrell and Johnston, the matter was laid before Congress and an act was passed entitled "An act to authorize the Commissioner of Indian Affairs to receive lands in payment of judgments to Eastern Band of Cherokee Indians," which was approved August 14, 1876 (19 Stats., p. 139), viz:

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the Commissioner of Indian Affairs be, and he is hereby, authorized and empowered to collect and receive, in payment of the amount due on certain judgments in favor of William Johnston and against William H. Thomas, now held by him in trust for the Eastern Band of Cherokee Indians of North Carolina, the lands mentioned and described in the award of Rufus Barringer, John H. Dillard, and Thomas Ruffin, as a board of arbitrators, under date of October twenty-third, eighteen hundred and seventy-four, upon which such judgments were a lien; such lands to be taken at their cash value, to be determined by an appraisal to be approved by the Secretary of the Interior, and conveyed to the Eastern Band of Cherokee Indians in fee simple: *Provided*, That if the lands above mentioned shall not be sufficient in value to pay off and discharge said judgment, the Commissioner is authorized to receive such other lands as the said Eastern Band of Indians may select, by and with the assent of the said Commissioner, to an amount sufficient to discharge the said judgment.

By a verbal agreement between the parties in interest, Marcus C. King and M. Fain, of Murphey, N. C., were appointed to act as the appraisers of the lands referred to, who, in case of their disagreement, were to appoint a third, the expenses of said appraisal to be paid by the parties to the agreement.

Under date of September 26, 1876, Inspector Watkins was instructed to proceed to North Carolina to consummate the transfers of the lands in accordance with the act above cited, and to take all necessary steps to have Messrs. King and Fain appraise, *first*, the lands mentioned in the award of Barringer, Dillard, and Ruffin; and if these lands should prove insufficient, to have them *then* appraise such other lands of the said Thomas, upon which the judgments were liens, as the Indians might select, to an amount sufficient to pay the judgments in full. He was further authorized and instructed that in case either or both of the above-named persons were unable to serve as appraisers, to appoint other discreet men, to be satisfactory to the parties to the agreement, and that prompt action might be had he was further instructed to present the matter before the council to be held at Cheoah on the first Monday in October, and see that proper persons were chosen to represent the Indians in making the selections of land; that upon the completion of the appraisal, formal deeds of conveyance from Thomas and Johnston to the Commissioner of Indian Affairs, in trust for the Eastern Band of Cherokee Indians, of all the lands to be received in satisfaction of the aforesaid judgments, should be secured; the lands to be correctly described in the deeds, and where lands not covered by the award herein mentioned were selected, equal care should be taken to secure clear titles thereto.

On the 16th of October, 1876, Inspector Watkins, under his instructions of September 26, 1876, reported having called a council of the Indians on the 3d of October, which elected a commission—C. H. Taylor and N. J. Smith—to select the lands in question with a view to their transfer, or so much thereof as would be required to satisfy the judg-

ments. The lands were selected, and were, with those named in the award of Barringer, Dillard, and Ruffin, then appraised by Messrs. King and Dill (Mr. Dill acting in place of Mr. Fain, who failed to appear), as follows:

Lands included in award, 4,450 acres, at $1.90			$8,445 00
Lands selected by commission—			
In Graham County	6,809	acres.	
In Jackson County	700	acres.	
In Cherokee County	3,252½	acres.	
	10,761½	acres.	
At $1.12½			12,106 35
			20,561 35

which sum was the exact amount of the aforesaid judgments, including interest to the time of the appraisal, October 7, 1876. A deed of conveyance, dated October 9, 1876, was executed by William Johnston and wife, James W. Terrell, and Thomas D. Johnston (known as the Watkins deed), the parties in interest, for the aforesaid lands in favor of the Commissioner of Indian Affairs, in trust for the Eastern Band of Cherokee Indians, to be substituted by another deed, as was agreed between said parties, whenever a more definite description of said lands could be obtained by actual survey.

On the 21st of December, 1876, an estimate for the survey and establishment of the boundaries of the several tracts (some 60 in number), designated in the deed of October 9, 1876, was submitted to the Secretary of the Interior for $4,000, a sum sufficient, it was thought, to complete all the work required to secure a definite description of the land to be incorporated in the deed to be executed in lieu of the aforesaid deed, with the recommendation that Congress be requested to make the appropriation. With the appropriations made by Congress (19 Stats., pp. 291 and 368), the surveys were made under the direction of the General Land Office, and a deed of conveyance, with definite description of the lands by metes and bounds, was prepared in this office, embracing all the lands known as the Qualla Boundary, in favor of the Eastern Band of North Carolina Cherokee Indians, instead of the Commissioner of Indian Affairs, in trust for said Indians, which was duly signed by William Johnson and L. M. Johnson, his wife (known as the "Brooks" deed).

In March, 1880, Mr. John A. Sibbald was appointed special agent to visit North Carolina, under instructions issued March 9, 1880, to perform sundry duties; among them, to obtain a new deed in lieu of the first-named deed of October 9, 1876, which was defective in that Messrs. Terrell and Johnston did not sign it in their dual capacity as commissioners to sell the lands, and as attorneys for William H. Thomas. He was also instructed to ascertain the exact location of each tract surveyed by Mr. Temple, and embraced in the (Watkins) deeds, to notify any one claiming these lands to present their claim of adverse title, so that Messrs. Johnston and Thomas might extinguish the title of those who held valid adverse claim, and to have the Johnston judgments properly assigned on the records of such offices as the United States district attorney should deem necessary.

Recommendation was made in a report to the Secretary of the Interior, May 12, 1880, that authority be given to appoint three commissioners, or as many as might be desirable, to select lands in lieu of those the title to which could not be cleared by Johnston and Terrell; and under instructions of June 22, 1880, the Cherokee council appointed as commissioners N. J. Smith, David Owl, and L. H. Smith, who selected, July 6, 1880, 5 tracts of land in Swain County, containing 4,270 acres;

2 tracts of land in Jackson County, 200 acres=4,470 acres; and the following selections were also submitted, should the foregoing not suffice to satisfy said judgments: Tracts 6, 9, 10, 11, 13, 41, and 44 in district No. 12, containing 509 acres, and one tract embracing the unsold balance of the Thomas 1,000-acre entry, amounting to 300 acres, and on July 28, 1880, David Owl and N. J. Smith, two members of said committee, added one parcel of land in Swain County, in the Cathcart survey, joining the tract of 800 acres heretofore selected, and joining the Qualla Boundary, containing 500 acres, or so much thereof as might be necessary to supply the deficit or loss in the Thomas 500-acre entry on the south side of Qualla Boundary.

Mr. Sibbald reported that there were 26 tracts embraced in the (Watkins) deed of 1876, which were claimed in whole or in part by whites, three tracts that could not be identified, and one tract, No. 91, in district 9, Graham County, being the fourteenth tract in said deed, was the land of Te-tal-kanah, named in the award, and the last or sixtieth tract in same deed; none of which tracts, however (except tract 91), were a part of the first award, but were lands selected by the Indians (C. H. Taylor, N. J. Smith) to satisfy the Johnston judgments. The title to seven of these tracts could possibly have been extinguished by Johnston and Terrell, but the remaining nineteen tracts were beyond their control. It was thought best to take other lands from the list selected by Commissioners Smith, Owl, and Smith, rather than to test the title to the lands claimed by the whites. Accordingly a third deed was executed August 14, 1880, by William Johnston, Lucinda M. Johnston, his wife, W. L. Hilliard, guardian of William H. Thomas, and James W. Terrell and Thomas D. Johnston, commissioners to sell the lands, and attorneys for William H. Thomas, in favor of the Commissioner of Indian Affairs, and his successors in office, as trustee for the Eastern Band of Cherokee Indians of North Carolina. This deed has been recorded in Swain, Jackson, Graham, and Cherokee Counties.

The following schedule shows the lands embraced in the (Watkins) deed of October 9, 1876, and the (Sibbald) deed of August 14, 1880, with description, location, areas, estimated in the 1876 deed, and as surveyed in the 1880 deed, with a reference to the page of field-notes of survey:

Name of Indian, or name of the land.	No. of tract or section.	No. of district.	Area Watkins deed.	Area Sibbald deed.	County.	Page of field-notes of survey.	No. in Watkins deed.	No. in Sibbald deed.
Dick a geeskie's heirs	367	9	100	100	Graham	'78-262	48	1
Oo-tal ka nah	373	9	100	75	do	'78-259	49	2
Chin a gur, or John Owl, "the land whereon he lived in 1855."	98	1	100	85	Cherokee	'78-74	44	3
Too way allah (part)	12	10	100	99	Graham	'75-13	50	4
Com silk	588	9	100	90	do	'78-250	51	5
Tracking Wolf	404	9	83	93	do	'78-226	52	6
Richard Henson	14	5	157	103	Cherokee	'78-22	46	7
Richard Henson and others, and their heirs.	11	5	210	439	do	'78-22	45	8
Richard Henson, bounty claim	.....	5	2,700	2,180	do	'78-14	47	9
Sal-ha-nah and others*	63	6	80	91	do	'78-54	53	10
Tes-a-tees-kah	.....	9	100	74	Graham	'78-238	54	11
George Oo yah-steah	365	9	100	101	do	'78-254	55	12
Cah-nah-a-to go and others	405	9	100	63	do	'78-270	56	13
Co-he-lookah	93	9	120	133	do	'78-246	57	14
Too-nah-lu yah or Stump	.....	.....	100	100	do	.....	58	53
Chas-que-ne-tah or Tom-tee-ote-lah	.....	†10	100	128	do	'78-234	59	15
Te-tal-ka-nah	91	9	100	234	do	'78-242	60&14	16
Total	.....	.....	4,450	4,188				

* Watkins deed has district 9.

† Watkins deed has Graham County.

The foregoing lands are mentioned and described in the award of Barringer, Dillard, and Ruffin.

The following lands were selected by the Indians and taken in satisfaction of the Johnston judgments, either in the deed of 1876 or 1880, or both, as shown in this schedule:

Name of Indian, or name of the land.	No. of tract or section.	No. of district.	Area Watkins deed.	Area Sibbald deed.	County.	Page of field-notes of survey.	No. in Watkins deed.	No. in Sibbald deed.
State grant 23	17	9	118	128	Graham	'78-154	10	17
State grant 2537	37	9	76	67	do	'78-218	27	18
State grant 402	87	9	180	154	do	'78-226	5	19
State grant 3697	88	9	100	104	do	'78-230	15	20
State grant 3692	92	9	120	134	do	'78-162	17	21
State grant 398	90	9	141	141	do	'78-158	3	22
Same as No. 60 in deed of 1876, State grant No. 3696.	91	9	229	.....	do	.....	14	.....
State grant 3689	103	9	105	95	do	'78-178	21	23
State grant 1747	369	9	100	100	do	.....	22	54
State grant 397	8	10	400	401	do	'78-198	35	24
State grant to T. J. Colvard	96	9	228	.....	do	.....	1	.....
Claimed by Sherrell	86	9	138	.....	do	.....	2	.....
Claimed by Crisp	100	9	138	.....	do	.....	4	.....
Claimed by Sherrell	89	9	50	.....	do	.....	6	.....
Sold to William Farr, February 17, 1862.	79	9	60	.....	do	.....	7	.....
Sold to William Davis, August 7, 1861.	76	9	140	.....	do	.....	8	.....
Sold to Thomas Rhea, January 15, 1874.	94	9	204	.....	do	.....	9	.....
Sold to Thomas Rhea, January 5, 1874.	95	9	222	.....	do	.....	11	.....
100 acres sold to G. C. Davis, March 9, 1859.	77	9	166	.....	do	.....	12	.....
Sold to L. D. Chambers, June 29, 1863.	75	9	137	.....	do	.....	13	.....
Sold to R. C. Washburn, 1869	102	9	269	.....	do	.....	16	.....
Sold to Jesse Y. Birchfield, October 21, 1850.	81	9	202	.....	do	.....	18	.....
Sold to A. J. Willocks, July 25, 1851.	47	9	68	.....	do	.....	19	.....
Sold to Bird Crago, March 8, 1855	29	9	65	.....	do	.....	20	.....
Sold to J. M. Campbell, November 22, 1875.	20	9	225	.....	do	.....	23	.....
Sold to Jeff. Deaver, November 29, 1854.	18	9	91	.....	do	.....	24	.....
Owned by R. C. Washburn	101	9	151	.....	do	.....	25	.....
Sold to James C. Colvard, November 17, 1874.	55	9	50	.....	do	.....	26	.....
100 acres sold John Ross, November 25, 1854; 100 acres sold John Gibson, April 2, 1863.	25	9	346	.....	do	.....	28	.....
Part sold to Thomas Carver, November 30, 1874.	9	9	269	.....	do	.....	29	.....
Sold to Jasper and James Rogers, November 10, 1874.	22	9	400	.....	do	.....	30	.....
Sold to J. H. Harwood, December 16, 1861.	13	9	303	.....	do	.....	31	.....
100 acres sold to R. Carver, December 17, 1874; part sold to Thomas Carver, November 30, 1874.	2	9	227	.....	do	.....	32	.....
Owned by R. C. Washburn, A. Sumner.	15	9	275	.....	do	.....	33	.....
Sold to N. F. Cooper, February 20, 1854.	3	9	254	.....	do	.....	34	.....
Sold to Langley Farley	1	10	262	.....	do	.....	36	.....
These three tracts could not be identified.	584	10	100	.....	do	.....	37	.....
	482	10	100	.....	do	.....	38	.....
	369	10	100	.....	do	.....	39	.....
Total in Graham County	.....	.....	6,809	1,324				
The strip of land joining Qualla Boundary on the south.	.....	.....	700	401¼	Jackson	'78-274	40	52
One tract embracing the Amanda Garther Cove.	.....	.....	.....	128	do	.....	.....	59
One tract known as the Thomas Mill tract.	.....	.....	.....	43	do	.....	.....	60
Total in Jackson County	.....	.....	700	572¼				

Name of Indian, or name of the land.	No. of tract or section.	No. of district.	Area Watkins deed.	Area Sibbald deed.	County.	Page of field-notes of survey.	No. in Watkins deed.	No. in Sibbald deed.
Murphy township	7	1	.....	195	Cherokee	'78-138	.....	25
Do	56	1	.....	314	....do	'78-106	.....	26
Do	57	1	.....	233	....do	'78-114	.....	27
Do	58	1	.....	283	....do	'78-110	.....	28
Do	59	1	.....	92	....do	'78-118	.....	29
Do	60	1	.....	96	....do	'78-126	.....	30
Valley Town township	96	1	.....	67	....do	'78-82	.....	31
Do	61	1	.....	281	....do	'78-122	.....	32
Do	97	1	.....	78	....do	'78-78	.....	33
Do	99	1	.....	115	....do	'78-86	.....	34
Do	100	1	.....	160	....do	'78-90	.....	35
Murphy township	15	6	.....	59	....do	'78-134	.....	36
Do	16*	6	.....	75	....do	'78-130	.....	37
Do	32	6	.....	247	....do	'78-102	.....	38
Do	34	6	.....	217	....do	'78-98	.....	39
Do	35	6	.....	205	....do	'78-94	.....	40
Do	48	6	.....	86	....do	'78-58	.....	41
Valley Town township	53	6	.....	124	....do	'78-46	.....	42
Do	57	6	.....	60	....do	'78-50	.....	43
Do	59	6	.....	60	....do	'78-62	.....	44
Do	64	6	.....	86	....do	'78-70	.....	45
Do	65	6	.....	80	....do	'78-66	.....	46
Do	93	6	.....	108	....do	'78-42	.....	47
Do	95	6	.....	331	....do	'78-38	.....	48
Do	105	6	.....	73	....do	'78-34	.....	49
Do	115	6	.....	62	....do	'78-26	.....	50
Do	116	6	.....	56	....do	'78-30	.....	51
Tract adjoining lands of Mercer Fain.†	16	6	100	75	....do	'78-30	42	55
"Eli Ingram" tract, claimed by R. C. Washburn.	74	7	100	.....	....do	.....	41	.....
Land lying on Valley River and Vengeance Creek; occupied by Johnson Graybeard, Nancy and Rose Hawkins.	.....	.....	3,052	.....	....do	.....	43	.....
Total in Cherokee County	.....	.....	3,252	3,918	.....	.....	.....	.....
One tract on south side of Tennessee River, at Culbertson Ford.	.....	.....	.....	640	Swain	.....	.....	56
One tract on east side of Newton's Mill Creek.	.....	.....	.....	50	....do	.....	.....	57
One parcel of land in Cathcart survey (Brown entry) outside Qualla boundary.	.....	.....	.....	1,230	....do	.....	.....	58
No. 3200 acre tract (entry)	560	.....	.....	2,780	....do	.....	.....	61
State grant No. 3703	6	12	.....	73	....do	.....	.....	62
State grant No. 3403	9	12	.....	130	....do	.....	.....	63
State grant No. 3700	10	12	.....	51	....do	.....	.....	64
State grant No. 3407	11	12	.....	66	....do	.....	.....	65
State grant No. 3404	13	12	.....	58	....do	.....	.....	66
State grant No. 3406	41	12	.....	65	....do	.....	.....	67
State grant No. 3408	44	12	.....	66	....do	.....	.....	68
				5,209				

*This tract same as No. 55, Sibbald deed.
†This tract in duplicate. See No. 37, Sibbald deed.

SUMMARY.

	Watkins deed.	Sibbald deed.
Lands under award	4,450	4,188
Lands, in lieu of judgments, selected by Indians, in Graham County	6,809	1,324
Lands in Jackson County	700	572¼
Lands in Cherokee County	3,252	3,918*
Lands in Swain County	.....	5,209
Total area	15,211	15,211¼

*Less 75 acres duplicate in No. 37 and No. 55 Sibbald deed.

Respecting the lands taken under the award, Messrs. Barringer, Dillard, and Ruffin state that these parties had "contracts in writing for the purchase of lands, and are entitled to specific performance thereof whenever they shall make full payments of the purchase money," and they awarded "that they have, respectively, an equity to have title, and that the same be made to them by the said Thomas and Johnston upon the payment of the purchase money still due from them; and the said Thomas or Johnston, as the case may be, shall have a right, in default of such payment of the purchase money, to inforce the same by sale of their lands, respectively, according to law."

I am of the opinion that instead of the whole of these tracts being taken in payment of said judgments, only so much of each tract should have been taken as would have represented the balance due from each individual purchaser named in said award. The notes, &c., given by these individual Indians, showing balance due on their "contracts," are held by James W. Terrell, agent for the estate of William H. Thomas, upon whom demand was made therefor by Mr. Sibbald; which demand he promised to comply with when the proper entry of satisfaction, &c., had been authorized to be made upon the record of said judgments.

From these notes and accounts only can the amount paid by these Indians be discovered. As this case now stands, Messrs. Thomas or Johnston have evidently been paid twice for a portion of these lands; and if not too late, other lands should be secured to the Indians as a tribe, and these individual Indians should in equity and justice be secured in the title at least of so much of the land as they can show that they have paid for.

The judgments referred to were transferred or assigned to the Commissioner of Indian Affairs upon the record of the judgments in the Buncombe County superior court by William Johnston July 27, 1875, and Mr. Sibbald under date of May 18, 1880, stated that the United States district attorney advised him that it was not necessary to have the assignments registered in the counties where the Thomas lands are situated.

The judgment of R. B. Johnston, in the second award in the matter in controversy between Thomas and Johnston, in the circuit court of the United States for the western district of North Carolina, was awarded to be due William Johnston, and he assigned it with the others to the Commissioner of Indian Affairs. Mr. R. B. Johnston made a similar assignment on the 17th of May, 1880, upon the record of the judgment in the Buncombe County superior court.

In the suit instituted in the circuit court of the United States for the western district of North Carolina, the Eastern Band of Cherokees entered into contracts May 15, 1874, with W. W. Rollins to prosecute their claims, &c., for the recovery of moneys, lands, &c., due them, for 20 per cent. of such sum as might be recovered. On the 5th of August, 1874, Mr. Rollins assigned one-half of his inferest in said contracts to Otis F. Presbury; both assignment and contracts were approved by the department August 25, 1874; under these contracts Messrs. Rollins and Presbury were paid $5,200 on the 23d of September, 1875.

Mr. W. W. Rollins thereafter instituted a suit in the superior court of Madison County, North Carolina, against these Indians for the recovery of $50,000 alleged to be due him for services rendered said band, under contracts of May 15, 1874. On the 7th of December, 1876, Secretary Chandler, replying to a notice from Loyd R. Welch that he had employed Messrs. A. T. and T. F. Davidson to defend said suit, subject to the approval of the department, stated that while he had "no objection to the employment of the attorneys, it must be distinctly understood

that the department cannot become responsible for the payment of their fees, as there are no funds which can be used for that purpose. The attorneys employed must look to the parties employing them for payment."

Under date of February 17, 1877, Messrs. Davidson were authorized, in addition to the authority heretofore granted, to appear in said case as attorneys for the defendants, upon condition that their fees for such service should be contingent upon future Congressional action authorizing their payment. On the 14th of April, 1877, Messrs. Davidson were advised of the appointment of Hon. Halbert E. Paine, of Washington, as an attorney to assist them in the defense of the aforesaid suit instituted by Messrs. Rollins and Presbury. For the services rendered Mr. Paine was paid May 17, 1877, $419.25. Under authority of act of March 3, 1875 (18 Stats., p. 291), Messrs. Davidson were paid February 23, 1878, $250, May 24, 1879, $250, and January 11, 1881, $500, authorized under the same act.

On the 3d of July, 1875, W. C. McCarthy, special United States Indian agent, was authorized to expend from funds in his hands the necessary sum in payment of expenses incurred in searching records or any other personal labor performed by Marcus Erwin, provided Mr. Erwin was of the opinion that such search was necessary to ascertain whether the Johnston judgments were a lien on Cherokee lands in North Carolina and the interests of the Indians required its purchase. Mr. Erwin reported that from the investigations then made he was satisfied of the justness of the claim of the Indians, and under the authority herein cited submitted a claim for $300, which was disapproved by Secretary Chandler December 22, 1875, for the reason that the Cherokee funds were not applicable to the payment of such a claim, whereupon Mr. Erwin served notice of a suit against Agent McCarthy for the payment of his fee of $300 for professional services rendered "as attorney in examining the papers in the purchase of a judgment on William H. Thomas in behalf of the North Carolina Cherokees." This sum was finally paid Mr. Erwin April 3, 1877, as provided by act of 1877 (1-Stats., 291).

There are several claims against these Indians now pending before the department for services rendered in the defense of the Indians in the case of Polly Tatham, administratrix of Thomas C. Tatham, *vs.* The North Carolina Cherokees. This claim, now a judgment, grew out of an old claim for services alleged to have been rendered in 1842 by Mr. Tatham, in surveying pre-emption rights of Eastern Cherokees in North Carolina under the Cherokee treaty of December 29, 1835. The administratrix proceeding to enforce payment of said judgment by sale of a portion of the lands of the Indians, this office requested Judge James L. Henry, of Asheville, North Carolina, to interpose in behalf of these Indians, and to endeavor to stop the threatened sale, for which service Congress would be asked to make the necessary appropriation therefor, inasmuch as there were no funds belonging to the Indians applicable for that purpose.

A similar request was made of William B. Ferguson, under date of June 13, 1881, to attend to this case in the event of the inability of Judge Henry to appear in their behalf. This office is in receipt of Judge Henry's claim for $250 for services rendered in this behalf, which will be presented in due time for the consideration of Congress.

Touching the present condition of the Eastern Band of the Cherokee Indians residing in North Carolina, the latest official information in the

possession of this office is that of Special Agent John A. Sibbald, who reported under date of August 16, 1880, as follows:

The principal Indian settlement is in Qualla Reserve, in Swain and Jackson Counties. The number living in these two counties in 1870, according to the census of that year, was 711; in Graham County, 293; in Cherokee County, 190; and in Macon County, 39. According to the census returns for the present year, the number of Indians in the Qualla Reserve is 825; in Cherokee County, 83; in Graham County, 189; and in Macon County, 12; total, 1,109; which shows a decrease of 10 per cent. in ten years. This number is divided as follows, viz: males over fifteen years of age, 314; females over fifteen, 357; and 438 children of both sexes, under the age of fifteen years.

The Indians do not live in towns or villages; they live along the streams and cultivate the valleys and rich coves, the last producing corn, their principal crop, without much labor. Some of the best farming lands in Swain and Jackson Counties belong to and are cultivated by Indians. A few of the Indians have valuable farms. In passing through the country, I could not mark any difference between the fields of the Indians and those belonging to the white people; all under fence and in fine condition.

There are but few white men living inside of the Qualla Boundary, but in Graham, Cherokee, and Macon Counties the Indians live among the whites, and are fairly treated. Their dwelling-houses are the common log-cabins of the mountain country. With a few exceptions, all are very plainly clad. They appear kind-hearted and intelligent, but have made little or no progress of late years in educational matters or in agriculture. Their agricultural implements are generally of the rudest kind. They compare favorably in many respects with the white people around them. I have made careful inquiries as to their moral condition and received a favorable report. Prostitution seems to be almost unknown among them, though it is said that occasionally a man and wife separate without the formalities of the law and seek other partners. They are religious, and have preachers of their own race and a white missionary among them in the reserve; all their council meetings are opened with prayer. They command my sincere respect in many things and at the same time excite my sympathy. They have suffered much from the whites. It would be better for them if they could be induced to join their brethren in the Indian Territory, but their wonderful attachments for their native mountains in this State will keep them here. The majority of the band cling to their native language, and many are able to read and write the Cherokee. Many understand more of the English language than they will admit. Some of the Indians have intermarried with the white people of the country, and a number read and write the English language very well. All appear anxious to educate their children, but prefer to have schools established at home so all the children may attend instead of sending a few away. I have recommended that schools be established among them, but in my opinion better results will be reached by sending a number of children away from home to schools each year, to be prepared for teachers, &c. The habits formed at such schools will be of very great advantage to them as well as to other members of the band. The have made no material progress in the pursuits which would tend to improve their condition, but much cannot be expected of them when we consider many of their surroundings and few opportunities for improvement. * * *

Judge J. L. Henry, in a communication to this office, dated Charleston, Swain County, North Carolina, June 29, 1881, reported:

1. This is the locality of the greatest number of Indians, the residence of their chief, town-house, &c. It is gratifying to note, from inquiry among the whites who live near and among them, that they are working better than ever before this season, with better prospects of crops, and less crime and intemperance, and that they seem to be encouraged to strive for improvement in social and economic things.

N. J. Smith, principal chief of the Eastern Band of Cherokees, under date of June 20, 1881, reported as follows respecting the last subject of the resolution, namely, white settlers and the steps necessary to be taken to protect the Indians in their rights:

I regard it as a duty to inform you of the condition of affairs in the tribe. Since the conveyance of the Thomas lands to the Commissioner of Indian Affairs in trust for this tribe, numerous trespasses have taken place, and are constantly occurring and increasing.

A class of unscrupulous whites, who seem to regard the Indian lands as common property, make entries, take out grants, and frighten the Indians living on the particular locality until they get into possession, thus instituting confusion and incurring heavy costs, which the Indians are unable to pay. This course is pursued because, in fact, we have no legal adviser nor lawyer to assist and maintain our rights before the

courts, and thus deter these unscrupulous men from their trespasses and depredations. * * *

We cannot longer do without the regular employment of council, these depredations are so constantly on the increase. * * *

I herewith give you the names of the trespassers who have taken out grants (or other fraudulent or pretended conveyance) and have entered on the lands held under the Thomas deed and taken possession, viz: W. P. Hyde has made several entries (ten or twelve or more), Bartlett Dills, I. M. Hensley, M. C. Hensley, T. W. Keener, Mrs. ——— Keener, Albert S. Keener, H. P. Childers, Arminda Willson, Nimrod Childers, W. R. Grant, David Johnson, Washington Gibson, Landon Tomkins, Thomas Mills, Christenberry Howell, all of Swain County; also, C. C. Martin and W. C. Martin, of Jackson County. There are others who have made entries, but not taken possession, and we still hold them off. These embrace the trespassers in these two counties. * * * I hear there are probably others in the extreme ends of the survey. There are others also in Graham and Cherokee Counties. * * *

We desire, and I am instructed to ask, that you take immediate steps to employ competent counsel to aid us in recovering the possession where we have been already dispossessed and to aid us in future controversies of this character.

Under date of July 22, 1881, Chief Smith reported the following additional trespassers in Swain County, viz: I. B. Keener, A. Keener, John M. Enloe, J. R. Kinsey, N. R. Kinsey, T. C. Childers, William H. Thomas, jr., Jackson Williams, Wm. Cline, N. O. Rabb, Gus Bradley, and Dewit Ghomley.

I am informed that the State, since the award and decree, has issued grants or patents for lands within the Qualla Boundary which were entered by Thomas and others many years ago; that under the land laws of North Carolina, "any citizen can obtain a State grant or patent for any land in the State regardless of the fact that the State may have parted with its title to the same to another party." Under this law any one, by paying 12½ cents per acre for it, can obtain a grant or patent from the State for any tract of land, though it may have been sold and patented fifty years before, but the title to the tract must be determined in the courts, and the only course left the Indians, in respect to these intrusions upon their lands by white settlers, is to bring suits against them in the courts, which must be done within seven years from the date of their grant or entry upon the land.

In view of the condition of these Indians and their property, it is respectfully suggested whether it would not be advisable for Congress to pass an act placing the person and property of these people under the jurisdiction of the United States district court for the western district of North Carolina.

As a precedent, attention is invited to the eleventh section of the act of July 15, 1870. (16 Stats., page 362.)

To institute suits, however, involves the outlay of money, and these Indians, though they have funds, cannot avail themselves of them to protect and defend their interests, because Congress has so legislated that their moneys now can be used only for the purchase of agricultural implements and for educational purposes. See act of August 15, 1876 (19 Stats., p. 197). The attention of Congress is invited to this as well as to the need of some one duly authorized to supervise, protect, and defend their interests so that intruders (present or future) may be removed and not permitted to return, or allow others to take their place.

I have the honor to submit herewith the following papers:

(1.) A statement "United States in account with Eastern Band of Cherokees," showing the several amounts held in trust (they have no bonds) for the North Carolina Cherokees, and the disbursement of the same, showing a balance due said Indians March 6, 1882, of $39,015.41.

(2.) An itemized statement showing the disbursements made by W.

C. McCarthy, special agent, the purpose for which the same was expended, and the authority of law for the payment of each item.

(3.) Copy of contract of Wallace W. Rollins with the chief of the Eastern Band of Cherokees, dated May 15, 1874.

(4.) Copy of contract of Wallace W. Rollins with the principal chief and headmen of the Eastern Band of the Cherokees remaining in North Carolina, dated May 15, 1874.

(5.) Copy of the award of Barringer, Dillard, and Ruffin, dated October 23, 1874.

(6.) Copy of the deed of October 9, 1876, known as the "Watkins" deed, conveying to the Commissioner of Indian Affairs in trust for these Indians 15,211 acres of land taken in lieu of judgments.

(7.) Copy of the deed of October 9, 1876, known as "Brooks" deed, coveying Qualla Boundary to the Eastern Band of Cherokee Indians in North Carolina.

(8.) Copy of the deed of August 14, 1880, known as "Sibbald" deed, conveying 15,211 acres of land to the Commissioner of Indian Affairs, and his successors in office, as trustee for the Eastern Band of Cherokee Indians of North Carolina.

(9.) Copy of the plat of survey of the Qualla Boundary.

(10.) Copy of the plat of survey of lands in Cherokee County, North Carolina, surveyed by M. S. Temple.

(11.) Copy of the plat of survey of lands in Graham County, North Carolina.

Very respectfully, your obedient servant,

H. PRICE,
Commissioner.

The Hon. the SECRETARY OF THE INTERIOR.

INCLOSURE 1.

UNITED STATES IN ACCOUNT WITH EASTERN BAND OF CHEROKEES.

Payment to North Carolina Cherokees.

1875.			1875.				
May 12	To appropriation warrant No. 646, being the amount of principal due under the act of July 29, 1848.	$76,927 21	Apr. 3	By William Johnston, amount awarded him by the arbitrators in the case of the Eastern Band of Cherokees against W. H. Thomas, et al.	$7,242 76	Act Mar. 3, 1875.
25	To appropriation warrant No 652, being interest at 6 per cent. on a principal of $80,581.63, from July 29, 1869, to June 29, 1872, and from June 29, 1872, to March 3, 1875, on a reduced principal of $76,927.21, less $1,091.13, appropriated by warrant No. 532½, dated June 29, 1872.	25,371 32	16	By James Taylor, delegate, services, &c	4,281 50	Do.
			16	By James Taylor, delegate, services, &c	434 50	Do.
			16	By James Taylor, delegate, services, &c	244 00	Do.
			16	By James Taylor, delegate, services, &c	25 00	Do.
			28	By James Taylor, delegate, services, &c	3,569 00	Do.
			29	By W. C. McCarthy, special agent, second quarter, 1875.	4,000 00	See Statement A.
			May 17	By W. C. McCarthy, special agent, second quarter, 1875.	12,000 00	Do.
			June 4	By James Taylor, delegate, services	670 00	Do.
			5	By W. C. McCarthy, special agent, second quarter, 1875.	18,408 20	Do.
			July 16	By James Taylor, delegate, services, &c	392 00	Do.
			Sept. 4	By Henry Beard, services, &c., special commissioner.	294 25	Do.
			16	By Henry Beard, services, &c., special commissioner.	168 00	Do.
			23	By W. W. Rollins and O. F. Presbrey, services as attorneys.	5,200 00	Do.
			Oct. 7	By James Stevenson, expenses, &c., special commissioner.	500 00	Do.
			21	By James Taylor, delegate, services, &c	530 01	Do.
			1876.			
			Jan. 21	By James Stevenson, special commissioner, expenses	40 10	Do.
			Feb. 9	By James Stevenson, special commissioner, expenses	9 00	Do.
			Apr. 28	By W. C. McCarthy, special agent, first and second quarters, 1876.	3,149 00	Do.
			June 30	By balance	41,150 21	
		102,298 53			102,298 53	
1876.			1876.			
July 1	To balance	41,150 21	Sept. 2	By John Pool, superintendent public instruction	777 65	Act Aug. 15, 1876.
1877.			1877.			
June 30	To appropriation warrant No. 724, for interest at 5 per cent. on their principal, $41,150.26, from July 1, 1876, to July 1, 1877.	2,020 79	Feb. 1	By Kate M. DeVaughn, services, teacher	75 00	Do.
			Apr. 3	By Marcus Irwin, legal services	300 00	Act Mar. 3, 1877.
			May 15	By J. D. Garner, superintendent schools	500 00	Act Aug. 15, 1876.
			17	By H. E. Payne, legal services in defending Loyd R. Welch and Eastern Band of Cherokees in a suit brought against them by W. W. Rollins.	419 25	Act Mar. 3, 1875.

				June 8	By Mary Doherty, services as teacher	225 00	Act Aug. 15, 1876.
				30	By balance carried to next folio	40,874 10	
		43,171 00				43,171 00	
1877.				1877.			
July 1	To balance brought forward	40,874 10		July 9	By Samuel Wolf, services	15 00	Act Aug 15, 1876.
Oct. 24	To W. C. McCarthy, agent, refunded	1 89		9	By Joseph B. Keener, services	99 00	Do.
Dec. 20	do	173 55		9	By Black Fox, repairing school-house	5 00	Do.
1878.	*			9	By J. A. Branton, services	150 00	Do.
June 30	To appropriation warrant No. 763, for interest at 5 per cent. on their principal of $240,557.20, from July 1, 1877, to July 1, 1878.	2,027 86		11	By Alex. Hornbuckle, school-benches	8 00	Do.
				11	By John S. Keener, services, teacher	144 00	Do.
				Oct. 4	By Clara C. Sherrill, services, teacher	75 00	Do.
1879.				Dec. 31	By James Blythe, services, teacher	15 00	Do.
June 30	To appropriation warrant No. 801, being interest at 5 per cent. on their principal of $40,874, from July 1. 1878, to July 1, 1879.	2,043 70			By Jake Tramper, fuel, &c	12 00	Do.
				1878.			
				Jan. 18	By Mary A. Manney, services, teacher	90 00	Do.
				21	By William West, fuel, &c	3 00	Do.
				21	By Mary Doherty, services, teacher	225 00	Do.
				Feb. 23	By A. T. and F. F. Davidson, legal services in case of W. W. Rollins vs. Eastern Band of Cherokees.	250 00	Act Mar. 3, 1877.
				Apr. 18	By Sallie Milligen, services, teacher	147 63	Act Aug. 15, 1876.
				18	By James H. Donaldson, services, teacher	124 34	Do.
				18	By L. E. Manney, services, teacher	24 75	Do.
				Oct. 31	By M. S. Temple, surveying lands in North Carolina purchased from William A. Thomas.	1,500 00	Act Mar. 3, 1877.
				1879.			
				Mar. 20	By A. S. Manney, services	30 00	Act Aug. 15, 1876.
				May 24	By A. T. and T. F. Davidson, legal services in case of W. W. Rollins vs. Eastern Band of Cherokees.	250 00	Act Mar. 3, 1877.
				June 30	By balance	41,953 38	
		45,121 10				45,121 10	
1879.				1880.			
July 1	To balance	41,953 38		Jan. 27	By James A. Branton, services	30 00	Act Aug. 15, 1876.
1880.				May 11	By William D. Hilliard, M. D., services	150 00	Do.
June 30	To appropriation warrant No. 846, being interest at 5 per cent. on their principal of $40,874.10, from July 1, 1879, to July 1, 1880.	2,043 70		June 21	By J. D. Abbott	175 00	Act May 11, 1880.
				21	By M. L. Brittain	232 00	Do.
				21	By M. C. King	212 03	Do.
Sept. 23	To S. H. Swetland, special agent, refunded, being amount recovered from his sureties.	253 95		21	By Scroop Enloe	125 35	Do.
				Aug. 6	By A. J. McAlpine, board, &c., school children	351 25	Act Aug. 15, 1876.
1881.				27	By James Atkins, jr., board, &c., school children	351 51	Do.
June 30	To appropriation warrant No. 901, being interest at 5 per cent. on their principal of $40,790.20, from July 1, 1880, to July 1, 1881.	2,039 51		27	By James Atkins, jr., board, &c., school children	251 50	Do.
				27	By A. J. McAlpine, board, &c., school children	411 67	Do.
				Dec. 24	By A. P. Fardon, special agent, expenses	75 00	Do.
				1881.			
				Jan. 11	By A. T. and T. F. Davidson, legal services	500 00	Act Mar. 3, 1877.
				27	By James Atkins, jr., board, &c., Indian youth	337 50	Act Aug. 15, 1876.
				Feb. 9	By Rev. Braxton Craven, schools	465 00	Do.
				11	By John Woodfin, services	11 50	Do.
				11	By A. J. McAlpine, board, &c., Indian youth	421 45	Do.

Payment to North Carolina Cherokees—Continued.

1881.			1881.			Act Aug. 15, 1876.
June 30			Apr. 16	By J. D. Garner, superintendent schools, services	$182 21	Do.
			23	By A. J. McAlpine, board, &c., Indian youth	433 33	Do.
			23	By John W. Bird, services, teacher	113 00	Do.
			29	By Rev. Braxton Craven, schools	450 00	Do.
			May 3	By James Atkins, jr., schools, board, &c	403 75	Do.
			June 14	By William P. Hastings, schools, board, &c	44 00	Do.
			14	By B. S. Coppeck, schools, board, &c	112 20	Do.
			30	By balance	40,451 29	
		$46,290 54			46,290 54	
1881.			1881.			
July 1	To balance	40,451 29	July 19	By Rev. Braxton Craven, schools	450 00	Act Aug. 15, 1876.
			29	By James Atkins, schools	450 00	Do.
			Aug. 1	By James Blythe, services, schools	37 50	Do.
			5	By A. J. McAlpine, services, schools	424 51	Do.
			19	By John W. Bird, services, schools	140 00	Do.
			23	By A. J. McAlpine, services, schools	86 63	Do.
			Sept. 3	By James Blythe, services, schools	30 00	Do.
			Dec. 7	By Rev. Braxton Craven, services, schools	300 00	Do.
			1882.			
			Jan. 21	By Rev. Braxton Craven, services, schools	233 65	Do.
				By balance	38,299 00	
		40,451 29			40,451 29	
1882.						
Mar. 1	To balance	38,299 00				
6	To W. C. McCarthy, special agent, refunded	716 41				

A.

INCLOSURE 2.

DISBURSEMENTS MADE BY W. C. M'CARTHY, SPECIAL INDIAN AGENT.

Payment to North Carolina Cherokees by W. C. McCarthy, special agent.

1875.			1875.		
May 11	To Treasury draft No. 4673, on Interior warrant No. 713, to credit of W. C. McCarthy, with assistant treasurer, New York.	$4,000 00	May 7	By W. C. McCarthy, stationery, &c	$9 40
			7	By J. Bradley Adams, stationery, &c	8 95
			17	By Robert Beall, copying press, &c	25 15
June 4	To Treasury draft No. 4768, on Interior warrant No. 786, to credit of W. C. McCarthy, with assistant treasurer, New York.	12,000 00	17	By J. Bradley Adams, stationery	1 00
			26	By Tennent Bros., horses, harness, and wagon	425 00
			26	By N. T. Summey, saddle, &c	9 00
22	To Treasury draft No. 5002, on Interior warrant No. 990, to credit of W. C. McCarthy, with assistant treasurer, New York.	18,468 20	26	By N. P Penland, saddle-bags, &c	9 25
			29	By A. S. Barnes & Co., school-books, &c	201 25
			29	By Walsh, Coulter & Flagler, hoes, &c	120 50
			June 3	By T. E. Sherrell, farm stock and tools	15 00
			4	By Jackson Blythe, farm stock and tools	85 00
			4	By R. B. Smith, farm stock and tools	80 00
			7	By P. M. Knight, farm stock and tools	15 00
			7	By Coo-lah-wih Blythe, farm stock and tools	35 00
			7	By Alexander Hornbuckle, farm stock and tools	25 00
			8	By J. A. Collins, farm stock and tools	6 75
			8	By Enloe & Street, farm stock and tools	5 00
			8	By Leatherwood & Hall, farm stock and tools	1 80
			8	By W. C. McCarthy, incidental expenses	1 55
			9	By Alexander Hornbuckle, interpreting	3 00
			10	By Ben Brown, farm stock and tools	37 50
			11	By Ute Sherrill, farm stock and tools	160 00
			11	By Leander Hornbuckle, farm stock and stools	25 00
			12	By Marion Green, farm stock and tools	80 00
			12	By Andy Standing Deer, farm stock and tools	80 00
			14	By Wesley Hornbuckle, farm stock and tools	80 00
			15	By Ute Sherrell, farm stock and tools	90 00
			15	By Joseph B. Sherrill, farm stock and tools	75 00
			18	By Da-wih, farm stock and tools	15 00
			18	By Abel Hyatt, farm stock and tools	61 00
			18	By J. H. Frizzle, freight and hauling	22 84
			19	By Ute Sherrill, farm stock and tools	63 50
			21	By John M. Enloe, farm stock and tools	38 00
			21	By D. F. Gibson, farm stock and tools	18 00
			22	By Hyatt & Hill, farm stock and tools	198 00
			22	By J. Bedford Sherrill, farm stock and tools	175 00
			22	By A. H. Hayes, hauling	5 00
			26	By J. L. Smathers, repairing wagon	5 00
			26	By W. C. McCarthy, traveling expenses	110 90
			28	By Clemmens, express charges	5 65

A.—INCLOSURE 2.—*Disbursements made by W. C. McCarthy, special Indian agent*—Continued.

1875.			
June	30	By Alex. Hornbuckle, interpreting	$3 00
	30	By Scroop Enloe, horse-keeping	26 00
	30	By S. H. Miller, farm stock and tools	75 01
	30	By Hyatt & Hill, farm stock and tools	90 90
	30	By Scroop Enloe, farm stock and tools	227 20
	30	By W. C. McCarthy, salary	575 00
	30	By amount transferred to "civilization fund," on account of expenditures for Eastern Band of Cherokees	1,885 37
July	1	By James P. Sawyer, school-books	9 80
	8	By Bearden, Rankin & Co., incidental expenses	2 50
	8	By Rollins & Ballard, incidental expenses	4 00
	10	By D. T. Summey, traveling expenses	38 87
	10	By J. L. Smathers, traveling expenses	1 30
	10	By William Farris, incidental expenses	55
	11	By William Ratcliffe, traveling expenses	3 25
	11	By W. C. McCarthy, traveling expenses	1 50
	12	By W. C. McCarthy, incidental expenses	1 00
	12	By W. P. Walker, provisions	56 67
	13	By W. C. McCarthy, traveling expenses	1 00
	14	By W. C. McCarthy, traveling expenses	3 00
	15	By W. C. McCarthy, incidental expenses	1 00
	15	By T. K. Welch, incidental expenses	1 00
	15	By J. C. Wardlaw, railroad agent, incidental expenses	15 70
	15	By Culver Street, incidental expenses	14 88
	16	By N. T. Cooper incidental expenses	3 00
	16	By W. C. Morgan, incidental expenses	2 10
	16	By W. P. Walker, provisions	156 55
	16	By W. P. Walker, farming stock, &c.	13 10
	17	By John Grant, farming stock, &c	70 00
	17	By Jason Sherrill, farming stock, &c	30 00
	17	By A. L. Cooper, farming stock, &c	26 00
	17	By William Trull, farming stock, &c	15 00
	17	By S. K. Sherrill, farming stock, &c	30 00
	17	By Harrison Crisp, farming stock &c	85 00
	17	By C. A. Colvard, farming stock, &c	71 25
	17	By E. M. Hooper, farming stock, &c	25 00
	17	By J. P. Colvard, farming stock, &c	70 00
	17	By John Ross, farming stock, &c.	30 00
	17	By J. W. King, provisions	121 38
	17	By A. L. Cooper, provisions	45 50
	17	By David Tucker, incidental expenses	24 60
	17	By C. A. Colvard, traveling expenses	10 00
	17	By W. C. McCarthy, traveling expenses	1 00
	18	By W. C. McCarthy, traveling expenses	2 90
	18	By J. W. King, farming stock, &c	115 00
	19	By J. H. Addington, incidental expenses	25
	19	By J. H. Addington, traveling expenses	1 50

	19	By W. C. McCarthy, traveling expenses	1 00
	19	By W. C. McCarthy incidental expenses	20
	20	By W. C. McCarthy, traveling expenses	28 25
	20	By W. P. Walker, farming stock, &c	19 00
	21	By W. C. McCarthy, traveling expenses	2 50
	23	By J. W. King, provisions	27 50
	23	By J. W. King, farming stock, &c	17 00
	23	By J. R. Davis, farming stock, &c	70 00
	26	By L. E. Manny & Bro., provisions	31 56
	27	By William Johnston, for three judgments in his favor against William H. Thomas, assigned to Commissioner Indian Affairs, in trust for the Eastern Band of Cherokees, principal and interest	19,245 53
	28	By W. P. Walker, farming stock, &c	220 00
	28	By Woodbury & Dusen, traveling expenses	24 00
	28	By W. C. McCarthy, traveling expenses	9 75
	29	By W. C. McCarthy, traveling expenses	1 10
	30	By W. C. McCarthy, traveling expenses	4 00
	31	By W. P. Walker, supplies for sick, aged, &c	31 93
	31	By C. A. Colvard, incidental expenses	1 00
	31	By C. A. Colvard, provisions and hauling	42 55
	31	By C. A. Colvard, farming stock, &c	110 00
	31	By Peyton Colvard, farming stock, &c	17 00
	31	By S. Enloe, farming stock, &c	1 50
Aug.	19	By W. P. Walker, supplies for sick, aged, &c	103 37
	21	By W. P. Walker, provisions	56 86
	28	By W. C. McCarthy, traveling expenses	28 75
	31	By W. C. McCarthy, traveling expenses	5 25
Sept.	1	By W. C. McCarthy, traveling expenses	1 50
	2	By David Taylor, farming stock, &c	75 00
	2	By Fincannor & Addington, incidental expenses	51 60
	2	By T. S. Land, incidental expenses	7 00
	2	By J. W. Thompson, incidental expenses	14 85
	2	By D. Bieman, incidental expenses	6 10
	2	By W. C. McCarthy, incidental expenses	1 00
	3	By W. C. McCarthy, traveling expenses	3 00
	5	By W. C. McCarthy, traveling expenses	5 50
	7	By W. P. Walker, provisions	63 00
	9	By W. C. McCarthy, incidental expenses	35
	10	By Ute Sherrill, farming stock, &c	2 00
	10	By Ute Sherrill, provisions	18 56
	13	By W. P. Walker, provisions, farming stock, &c	440 83
	14	By T. Reagan, farming stock, &c	17 00
	16	By Enloe & Street, provisions	15 04
	16	By W. C. McCarthy, traveling expenses	2 00
	17	By L. E. Manny & Bro., farming stock, &c	2 75
	17	By L. E. Manny & Bro., provisions	87 63
	22	By Joe Lowen, provisions	18 49
	30	By S. Enloe, incidental expenses	25 00
	30	By S. Enloe, farming stock, &c	22 75
	30	By S. Enloe, provisions	21 00
	30	By Silas Jenkins, teacher's salary	73 00

A.—INCLOSURE 2.—*Disbursements made by W. C. McCarthy, special Indian agent*—Continued.

1875.			
Sept.	30	By W. C. McCarthy, agent's salary	$375 00
Oct.	1	By Enloe & Street, seed wheat and hauling	120 00
	2	By J. H. Bryson, provisions	31 99
	5	By David Taylor, provisions	13 00
	6	By C. A. Colvard, corn	20 00
	6	By W. P. Walker, provisions	32 50
	7	By Eli Ingram, provisions	10 92
	8	By J. P. Colvard, provisions, farming stock, tools, &c	100 66
	10	By W. C. Morgan, incidental expenses	50
	10	By R. B. Smith, interpreter	5 00
	16	By A. L. Cooper, incidental expenses	2 00
	16	By A. L. Cooper, provisions	53 51
	16	By A. L. Cooper, provisions	4 20
	16	By W. P. Walker, provisions	28 00
	16	By C. A. Colvard, provisions	8 00
	16	By C. A. Colvard, farming stock, tools, &c	7 00
	16	By L. E. Manney & Bro., provisions	283 33
	16	By L. E. Manney & Bro., incidental expenses	5 95
	17	By W. C. McCarthy, traveling expenses	5 80
	17	By C. A. Colvard, traveling expenses	14 00
	21	By D. T. Sudduth, seed wheat, &c	58 35
	21	By James Reddick, seed wheat, &c	65 80
	25	By N. J. A. Strange, seed wheat, &c	25 00
	25	By W. B. Allen, incidental expenses	1 00
	29	By W. P. Walker, seed wheat, &c	76 75
	29	By W. P. Walker, iron	25 92
	29	By H. J. Beck, seed wheat, &c	16 50
	29	By J. W. Thompson, incidental expenses	16 70
	30	By E. Everett, seed wheat	5 25
	30	By S. H. Miller, seed wheat	28 75
	30	By J. C. Sherrill, distributing wheat	5 00
	30	By L. L. Sherrill, seed wheat	6 25
	30	By W. M. Enloe, seed wheat	46 50
Nov.	4	By R. B. Smith, interpreter	4 00
	4	By J. M. Welch, farming stock, &c	77 50
	5	By D. T. Ransom, seed wheat	43 20
	6	By Hyatt & Hill, farming tools	8 00
	8	By J. A. Hedden, seed wheat	48 00
	9	By J. D. Buchanan, Indian taxes	50 00
	10	By Sevier, Ah-ma-cha-nah, clerk of council	30 00
	15	By W. C. McCarthy, traveling expenses	6 00
	17	By A. T. Summey, farming tools	3 75
	18	By Bearden Rankin & Co., incidental expenses	5 00
	19	By D. T. Summer, traveling expenses	7 53
	22	By Jackson Blythe, farming stock	20 00
	23	By J. G. Tatham, clerk of council	98 00
	27	By Coo-lah-wih Blythe, guard of council	36 00

	29	By Eli Ingram, incidental expenses	10 00
	29	By Eli Ingram, guard of council	36 00
	30	By C. H. Taylor, ex-secretary of council	36 00
	30	By Will West, guard of council	13 50
	30	By John Greybeard, guard of council	36 00
Dec.	1	By H. J. Beck, provisions	3 75
	3	By Wilson Co-cum-mah, farming stock	18 00
	4	By Bengee Hood & Co., supplies for sick, aged, &c	263 78
	4	By J. M. Green, incidental expenses	21 00
	12	By W. C. McCarthy, traveling expenses	5 50
	15	By Ray & Millard, supplies for sick, aged, &c	39 48
	16	By D. T. Summey, traveling expenses	5 00
	16	By D. T. Summey, incidental expenses	5 25
	20	By W. C. McCarthy, traveling expenses	3 75
	21	By Enloe & Street, farming tools, &c	6 40
	24	By James Arwood, guard of council	9 00
	24	By John A. Powell, guard of council	36 00
	27	By Enloe & Street, supplies for sick, aged, &c	8 70
	31	By Will West, interpreter	10 00
	31	By R. B. Smith, interpreter	10 00
	31	By Hyatt & Hill, farming tools	49 75
	31	By Hyatt & Hill, provisions	16 57
	31	By Hyatt & Hill, provisions	23 09
	31	By Hyatt & Hill, provisions, &c	33 53
	31	By Hyatt & Hill, provisions	67 67
	31	By Silas Jenkins, teacher's salary	71 00
	31	By W. C. McCarthy, agent's salary	375 00
1876.			
Jan.	5	By J. Bradley Adams, incidental expenses	6 75
	6	By Jim Te wa ba, guard of council	36 00
	10	By W. C. McCarthy, incidental expenses	1 00
	12	By David Tucker, expenses of census	36 00
	13	By Hamilton Erwin, expenses of census	225 28
	13	By Ross B. Smith, expenses of census	82 47
	13	By C. C. Martin, incidental expenses	17 34
	18	By Enloe & Street, farming stock and tools	2 65
	20	By Mrs. A. B. Hyatt, sick, aged, and infirm	14 45
	27	By Samuel Conley, sick, aged, and infirm	16 00
	29	By J. Jenkins, traveling expenses	1 25
	29	By W. C. McCarthy, traveling expenses	1 00
	30	By W. C. Allman, traveling expenses	1 00
	30	By W. C. McCarthy, traveling expenses	50
	31	By T. J. Taylor, boarding expenses	16 54
	31	By Ah-qua-tay-gih, boarding expenses	6 00
	31	By A. J. Taylor, boarding expenses	16 50
	31	By Martin McElreath, traveling expenses	5 64
	31	By Jim Te wa ba, boarding expenses	2 50
	31	By W. M. Hardin, boarding expenses	5 12
	31	By A. L. Snead, boarding expenses	24 20
	31	By C. A. Colvard, boarding expenses	8 00
	31	By John M. Colvard, boarding expenses	8 00
Feb.	7	By Mink and others, incidental expenses	25 00

A.—INCLOSURE 2.—*Disbursements made by W. C. McCarthy, special Indian agent*—Continued.

			1875.			
			Feb.	7	By Lewis Smith, interpreter	$8 00
				10	By C. A. Colvard, traveling expenses	10 00
				10	By Mrs. Janett, traveling expenses	1 00
				11	By C. A. Colvard, incidental expenses	3 50
				11	By Soniate Owl, repairs in school-house	30 00
				11	By W. P. Walker, for sick, aged, and infirm	38 65
				11	By W. C. Allman, traveling expenses	1 00
				11	By W. C. McCarthy, traveling expenses	50
				15	By S. W. Davidson, clerk of council	27 00
				21	By G. E. M. Liston, clerk of council	12 00
				21	By G. E. M. Liston, expenses of census	280 70
				21	By T. K. Welch, for sick, aged, and infirm	14 50
				24	By N. J. Smith, expenses of census	6 00
				24	By Tom Skitty, boarding expenses	20 13
				24	By L. E. Manney & Bro., sick, aged, and infirm	3 75
				24	By John Ross, incidental expenses	1 50
				24	By L. E. Manney & Bro., incidental expenses	3 60
				24	By R. B. Smith, interpreter	10 00
			Mar.	23	By Enloe & Street, incidental expenses	7 78
				30	By David Tucker, interpreter	2 00
				31	By Lewis Owl, incidental expenses	6 00
				31	By John Woodfin, interpreter	25 00
				31	By Hyatt & Hill, sick, aged, and infirm	18 55
				31	By Mrs. P. M. Knight, sick, aged, and infirm	60
				31	By Enloe & Street, sick, aged, and infirm	23 40
				31	By W. P. Walker, sick, aged, and infirm	9 50
				31	By A. L. Cooper, sick, aged, and infirm	55 83
				31	By Silas Jenkin, salary as teacher	90 00
				31	By John S. Keener, salary of teacher	75 00
				31	By Mary A. Manney, salary as teacher	89 00
				31	By James A. Branton, salary as teacher	68 00
				31	By Joseph B. Keener, salary as teacher	82 00
				31	By Thomas Monteith, repair of school-house	10 00
1876.				31	By W. C. McCarthy, salary as agent	375 00
May	1	To Treasury draft No. 6771	3,140 00	31	By W. P. Walker, provisions	132 92
				31	By A. L. Cooper, provisions	60 54
				31	By Cooper & Aiken, sick, aged, and infirm	75 81
				31	By A. L. Cooper, farming stock and tools	13 46
			Apr.	29	By Eli Ingram, boarding expenses	25 00
			May	2	By A. S. Barnes & Co., school books	140 50
				16	By T. K. Welch, M. D., sick, aged, and infirm	36 00
			June	2	By Ben Brown, boarding expenses	32 00
				2	By Sonite Owl, boarding expenses	22 25
				5	By J. B. Keener, teacher's salary	60 00
				6	By L. E. Manney & Bro., boarding expenses	151 75
				7	By W. P. Walker, provisions, sick, aged, &c	157 13
				7	By W. P. Walker, provisions, sick, aged, &c	12 99

			7	By W. T. Cooper, boarding expenses		101 00
			7	By John Woodfin, interpreter		21 50
			7	By James A. Branton, teacher's salary		60 00
			7	By C. A. Colvard, boarding expenses		70 00
			7	By W. T. Cooper, boarding expenses		47 00
			7	By Ah-gon-wi-ax, boarding expenses		95 50
			7	By Mary A. Manney, teacher's salary		62 00
			7	By H. Martin, incidental expenses		9 15
			7	By John S. Keener, teacher's salary		60 00
			14	By Silas Jenkins, teacher's salary		74 50
			15	By Johnson Graybeard, boarding expenses		30 00
			30	By Hyatt & Hill, provisions		474 74
			30	By W. C. McCarthy, traveling expenses		63 90
			30	By D. T. Summey, traveling expenses		4 50
			30	By Woodbury & Dusen, traveling expenses		69 25
			30	By W. C. McCarthy, incidental expenses		3 00
			30	By Scroop & Enloe, incidental expenses		13 00
			30	By John A. Powell, incidental expenses		28 00
			30	By N. Smith, interpreter		10 00
			30	By W. C. McCarthy, agent's salary		375 00
			July 31	By Scroop & Enloe, incidental expenses		107 50
			Aug. 9	By Enloe & Street, incidental expenses		2 25
			14	By S. P. Farmer, school repairs		31 50
			24	By Thomas Monteith, school repairs		30 00
			25	By S. H. Miller, incidental expenses		16 00
			31	By W. C. McCarthy, miscellaneous bills		275 03
			31	By W. C. McCarthy, salary for July and August		250 00
			31	By C. A. Colvard, services as assistant		646 46
			Sept. 2	By Joseph B. Keener, salary as teacher		30 00
			2	By John Woodfin, salary as interpreter		11 50
			2	By James A Branton, salary as teacher		30 00
			9	By John S. Keener, salary as teacher		30 00
			12	By Scroop & Enloe, incidental expenses		178 38
			15	By Mary A. Manney, salary as teacher		25 00
			30	By W. C. McCarthy, salary as sup't schools for September		125 00
				By balance		471 36
		37,548 20				37,548 20
1876.						
Sept. 30	To balance	471 36		By deposited to credit United States		891 85
	To disallowance in settlement of accounts	420 49				
		891 85				891 95

INCLOSURE 3.

Contract of Wallace W. Rollins with the chief of the Eastern Band of Cherokees.

Whereas by a resolution of the council of the Eastern Band of the Cherokees in general council assembled and constituted according to the instructions and regulations of the Interior Department, at a session held at Cheva, in the county of Graham, formerly Cherokee County, in the State of North Carolina, on the first Monday in October, A. D. 1872, it was determined to employ some discreet and trusty person to prosecute the various claims of the tribe against the Government of the United States at Washington City, or elsewhere, arising under different treaties and laws of the United States and the State of North Carolina from the year 1783 down to the present time, and the chief, John Ross, of the county of Graham, formerly Cherokee County, in the State of North Carolina, was at the same time and by the same authority instructed to make a contract with a competent person to carry out the intention and purpose of the said council as above mentioned; and

Whereas since the first Monday in October, A. D. 1872, various suits at law and in equity have been begun by the district attorney of the United States at the request of the said John Ross, chief, in the name and for the benefit of the said Eastern Band of Cherokees, against divers defendants, which suits are depending in the circuit and district courts of the United States, and other suits will have to be brought in said courts and the courts of North Carolina to establish the rights and redress the wrongs of the said Eastern Band of the Cherokees, and the proper conduct and management of all this litigation, pending and proposed, will require the services of an active and efficient agent, and the said chief, John Ross, for and in behalf of the Eastern Band of the Cherokees, and by virtue of his authority as chief of said band, having selected Wallace W. Rollins, attorney at law, of the town of Marshall, in the county of Madison and State of North Carolina, as a person suitable to be intrusted with the conduct and management of all their business with the Government of the United States, and such as is or may hereafter be in litigation in any of the above-mentioned courts or in any other court or before any tribunal of arbitration or reference now or hereafter to be constituted:

Now, therefore, it is agreed between the said John Ross, chief of the Eastern Band of the Cherokees, for and in behalf of said Eastern Band and by virtue of his said authority as chief, as aforesaid, and Wallace W. Rollins, of the town of Marshall, in the county of Madison, in the State of North Carolina, as follows: That the following things shall be endeavored to be done by the said Wallace W. Rollins, viz:

1. To assert and establish before any proper officer or authority of the United States, and to collect for the Eastern Band of Cherokees, or those of said band thereunto entitled, all such sums of money as may be due to the said Eastern Band of the Cherokees, or to any individual or individuals thereof, and due to them, or any of them, under the provisions of the twelfth section of the treaty of 1835 and 1836, and of an act of Congress approved July 29, 1848, and of subsequent acts of Congress, to carry into effect the provisions of said treaty, and of said act of 1848.

2. To assert and establish before any proper officer, or authority of the United States, and to collect for the Eastern Band of the Cherokees all such sums of money as they may be entitled to from the United States, being their pro rata share of a fund derived from the sale of the lands known as the neutral lands, the Cherokee strip in the State of Kansas, and all the lands west of longitude 96°, as provided for by virtue of the treaty of July 19, 1866.

3. To assert, prosecute, establish, and collect all the demands of the Eastern Band of the Cherokees, or any individual of said band, against the United States on account of their claims known as reservation, pre-emption, and spoliation claims, arising and due under and by virtue of the treaties of 1835–'36, and 1846, which are now unadjusted.

4. To prosecute, assert, establish, and collect for the Eastern Band of the Cherokees before and from the Congress of the United States, or from any other authority of the United States, whatever the said Eastern Band of the Cherokees may be entitled to from the United States on account of the misappropriation, unauthorized, extravagant, or unnecessary expenditure of any portion of a fund of five millions of dollars ($5,000,000) designated and set apart, as well for the use of the Eastern Band of the Cherokees as for those of that nation who removed West, by virtue of the first section of the treaty of 1835, which claim is unadjusted.

5. To assert, prosecute, and collect for the Eastern Band of the Cherokees so much of an appropriation as they may be entitled to, authorized by the provisions of the fourth section of an act of Congress, entitled "An act making appropriation for the current and contingent expenses of the Indian Department, and for fulfilling treaty stipulations with various Indian tribes," &c., approved May 29, 1872.

6. To prosecute and attend to personally, and by such attorney or attorneys as he may employ (and whom he is hereby authorized to employ), all suits now pending in

the courts of the United States in behalf of the Eastern Band of the Cherokees against any person or persons whatsoever, and such other suits as it may be necessary hereafter to institute in any court of the United States, or of the State of North Carolina, or of any other State or Territory, or before any tribunal of arbitration or reference, to establish any right, or redress any wrong or injury done to the said Eastern Band of the Cherokees, or to any individual thereof.

The said Wallace W. Rollins covenants and agrees with the said the Eastern Band of the Cherokees faithfully and diligently to attend to the prosecution and collection of all the different claims hereinbefore set forth and specified; and to the suits at law or in equity now pending, and above mentioned, or to any others which may hereafter arise; and as a compensation for his services in behalf of the said Eastern Band of the Cherokees in the matters and things hereinbefore specified [the said chief, John Ross, for and in behalf of the Eastern Band of the Cherokees, agrees to pay the said Wallace W. Rollins 20 per cent. of such amounts as he may collect for or establish to be due to the said Eastern Band of the Cherokees on account of any one or all of the claims hereinbefore mentioned, and at the same rate out of such amounts of money or property as may be recovered in the said above-mentioned suits at law or in equity now pending, or which may hereafter be instituted]. It is further agreed that upon any compromise of any of the claims of the said Eastern Band of the Cherokees, hereinbefore mentioned, which the said Wallace W. Rollins, or any one employed by him in this behalf as counsel, may bring about or upon any decision or award made by any referees or arbitrators to whom the matter now in dispute between the said Eastern Band of the Cherokees and the said above-mentioned defendants in the said suits now pending in the United States courts, that upon whatever sum or sums of money may thus be agreed upon, or adjudged to be due or owing to the said Eastern Band of the Cherokees, the same rate of compensation as above mentioned shall be paid to the said Wallace W. Rollins; and if the compromise or award shall be of real, or other property, then the compensation shall be at the same rate upon the valuation of the said property.

This contract shall continue for four years from the date of its signature by the said chief, John Ross, and the said Wallace W. Rollins; and the said John Ross, for the said Eastern Band of the Cherokees, hereby revokes all and every authority which may be claimed or set up by any other person or persons, except the said Wallace W. Rollins, upon any pretense whatever to represent the said Eastern Band of Cherokees in the business specified in this contract.

Signed in duplicate at Asheville, N. C., May 15, A. D. 1874.

JOHN ROSS,
Chief of the Eastern Band of Cherokees.
WALLACE W. ROLLINS.

UNITED STATES OF AMERICA,
Western District of North Carolina:

I, Robert P. Dick, judge of the United States district court within and for said district, do certify that, on the 15th day of May, A. D. 1874, personally appeared before me at Asheville, in the county of Buncombe, within said district, John Ross, chief of the Eastern Band of the Cherokees, mentioned in the foregoing contract, of the one part, and Wallace W. Rollins, of the other part, who acknowledge the execution of said contract in my presence.

I further certify that it appears to me, from the statements of the parties before me, that the Eastern Band of Cherokees is the party interested of the one part, and Wallace W. Rollins is the party interested of the other part, in the above-mentioned contract; that the authority claimed by the said chief, John Ross, in my presence and in his own proper person is, that he is the lawful chief and representative of the said Eastern Band of Cherokees, and, by virtue of his authority as such chief, he has the power to make the foregoing contract, and in the exercise of said power has thereunto agreed and executed the same; and, that the said Wallace W. Rollins, in my presence and in his own proper person, claims to agree to and execute the said contract in his own right and for his own benefit.

Witness my hand and seal of the said United States district court, at Asheville, in the county of Buncombe, and State of North Carolina, as aforesaid, the day first above written.

ROBT. P. DICK,
United States District Judge.

UNITED STATES OF AMERICA,
Western District of North Carolina:

I, E. R. Hampton, clerk of the district court of the United States for the western district of North Carolina, at Asheville, in said district, hereby certify that the Hon. Robert P. Dick is judge of the district aforesaid and was so at the time of the signing of the foregoing instrument; that I am acquainted with his handwriting and know his signature, which appears above to be genuine and true.

In testimony whereof I have hereunto set my hand and affixed the seal of said court at Asheville, in the said district, this the 16th day of May, A. D. 1874, and in the ninety-eighth year of American independence.

[SEAL.] E. R. HAMPTON,
Clerk, United States District Court, Western District, North Carolina.

MARSHALL, N. C., *August* 5, 1874.

I hereby disclaim any ——— to demand or right to receive more than 20 per cent for all my services under the within contract and that of the same date between the principal chiefs and headmen of the Eastern Band of Cherokee Indians and myself.

WALLACE W. ROLLINS.

I assign one-half my interest to the within contract to Otis F. Presbrey, attorney at law, Washington, D. C.

Dated August 5, 1874.

WALLACE W. ROLLINS.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
August 24, 1874.

I hereby assent to the foregoing assignment.

H. R. CLUM,
Acting Commissioner.

DEPARTMENT OF THE INTERIOR,
August 25, 1874.

The foregoing assignment is hereby assented to.

W. H. SMITH,
Acting Secretary.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
June 24, 1874.

I hereby approve the sixth section of the within contract authorizing the party of the second part—

"To prosecute and attend to personally and by such attorney or attorneys as he may employ (and whom he is hereby authorized to employ), all suits now pending in the courts of the United States in behalf of the Eastern Band of the Cherokees against any persons whatsoever, and such other suits as it may be necessary hereafter to institute in court of the United States, or of the State of North Carolina, or of any other State or Territory, or before any tribunal of arbitration or reference, to establish any right or redress any wrong or injury done to the said Eastern Band of the Cherokees or to any individual thereof."

For which service the said party of the second part is to receive 20 per cent. of such amount as may be recovered thereby to the Eastern Band of Cherokee Indians.

H. R. CLUM,
Acting Commissioner.

DEPARTMENT OF THE INTERIOR,
August 25, 1874.

I hereby approve the sixth section of the within contract as recited and approved by the Commissioner of Indian Affairs.

W. H. SMITH,
Acting Secretary.

INCLOSURE 4.

Contract of Wallace W. Rollins with the principal chiefs and headmen of the Eastern Band of the Cherokees remaining in North Carolina.

It is agreed between the principal chiefs and headmen of the Eastern Band of the Cherokees remaining in North Carolina, and Wallace W. Rollins, residing in Marshall, in the county of Madison, in the State of North Carolina, as follows:

Whereas it is to the interest of the undersigned, as well as to every individual of their tribe, that an early and satisfactory settlement of all their claims as a tribe, or

as individuals against the United States, the State of North Carolina, their former agents and their sureties, and the administrators on the estates of any of their people heretofore deceased, and the securities of such administrators should be made; and

Whereas suits are now pending in the United States courts for the western district of North Carolina, and others will probably have to be brought in those courts, or the courts of the State of North Carolina, effectually to enforce the rights, and redress the wrongs of the undersigned and their tribe against certain citizens of North Carolina, and of other States, and it will be necessary that the undersigned chiefs, &c., or some duly accredited agent for us, should from time to time be present at the city of Washington to prosecute our claims before the proper departments of the government there or before Congress, and having selected W. W. Rollins as such agent, the things to be done by the said Wallace W. Rollins, for and in behalf of the said the undersigned chiefs and headmen are as follows:

First. To assert and establish before any proper officer or authority of the United States, and to collect for the undersigned and their tribe, such sums of money as they or any of them may be in any wise entitled to from the United States under the provisions of the twelfth section of the treaty of 1835-'36, and of an act of Congress approved July 29, 1848, and of subsequent acts of Congress to carry into effect the provisions of said treaty and of said act of 1848.

Second. To assert and establish before any proper officer or authority of the United States, and to collect for the undersigned and their tribe all such sums of money as they or any of them may be entitled to from the United States, being their pro rata share of a fund derived from the sale of the lands known as the "neutral lands," the Cherokee strip in the State of Kansas, and all the lands west of longitude 96°, as provided for by virtue of the treaty of July 19, 1866.

Third. To assert, prosecute, establish, and collect all the demands of the undersigned, or any individual of their tribe, against the United States on account of their claims, known as reservation, pre-emption, and spoliation claims, arising and due under and by virtue of the treaties of 1835-'36 and 1846, which are now unadjusted.

Fourth. To prosecute, assert, establish, and collect for the undersigned and the other individuals and their tribe, from the Congress of the United States, or from any other authority of the United States whatever, the said tribe may be entitled to from the United States on account of the misappropriation, unauthorized, extravagant, or unnecessary expenditure of any portion of a fund of $5,000,000 designated and set apart as well for the use of the Eastern Band of the Cherokees as for those of that nation who removed West by virtue of the first section of the treaty of 1835, which claim is unadjusted.

Fifth. To assert, prosecute, and collect for the undersigned and their tribe so much of an appropriation as they may be entitled to, authorized by the provisions of the fourth section of an act of Congress, entitled "An act making appropriations for the current and contingent expenses of the Indian Department, and for fulfilling treaty stipulations with various Indian tribes," &c., approved May 29, 1872.

Sixth. To prosecute and attend to personally, and by such attorney or attorneys as he may employ (and whom he is hereby authorized to employ), all suits now pending in the courts of the United States in behalf of the Eastern Band of the Cherokees against any person or persons whatsoever, and such other suits as it may be necessary hereafter to institute in any court of the United States, or of the State of North Carolina, or of any other State or Territory, to establish any right or redress any wrong or injury done to the undersigned chiefs or headmen, their tribe, or any of their tribe.

The said Wallace W. Rollins covenants and agrees with the said the undersigned principal chiefs and headmen of the Eastern Band of the Cherokees faithfully and diligently to attend to the prosecution and collection of all the different claims hereinbefore set forth and specified, and to the suits at law or in equity now pending and above mentioned, and to any others which may hereafter arise [and as a compensation for his services in behalf of the undersigned principal chiefs and headmen, as aforesaid, and in behalf of the tribe of the Eastern Band of the Cherokees, whom they represent, the undersigned agree to pay the said Wallace W. Rollins not to exceed 20 per cent., to be allowed by the Commissioner of Indian Affairs, out of such amounts as he may collect for, or establish to be due to, the Eastern Band of Cherokees, on account of any one or all of the claims hereinbefore mentioned, and at the same rate out of the amounts of money or property as may be recovered in the said above-mentioned suits at law, or in equity, now pending or which may be hereafter instituted]. It is further agreed, that upon any compromise of any of the claims of the said Eastern Band of the Cherokees hereinbefore mentioned, which the said Wallace W. Rollins, or any one employed by him in this behalf as council, may bring about, or upon any decision or award made by any referees or arbitrators to whom the matters now in dispute between the said Eastern Band of Cherokees and the said above-mentioned defendants in the said suits now pending in the United States courts, that upon whatever sum or sums may thus be agreed upon, or adjudged to be due or owing to the said Eastern Band of the Cherokees the same rates of compensation as above men-

tioned, shall be paid to the said Wallace W. Rollins, and if the compromise or award shall be of real or other property, then the compensation shall be at the same rate upon the valuation of the said property.

This contract shall continue for four years from the date of its signature of the undersigned the principal chiefs and headmen of the Eastern Band of the Cherokees and Wallace W. Rollins; and the said chiefs and headmen, for themselves and the tribe which they represent, hereby revoke all and every other authority which may be claimed or set up by any other person or persons upon any pretense whatever to represent them in the business contemplated and set forth in this contract. This 15th day of May, at Asheville, N. C.

Wallace W. Rollins.	James Blythe.	Jo. Welch.
Saunvoken.	Tom Skellaa.	Tanquilta.
Enola.	Wilson Wolf.	Chequellete.
Big Witch.	Young Squirrel.	Mink.
Oo san uh.	Hugh Lambert, his × mark.	Long Bear.
John Jackson.	Saw Ya ta-Owl.	Will Pickerwood.
Johnny Light.	Wilson Newcomos.	Johnson Greybeard.
Jackson Blythe.	Jim Boss.	

UNITED STATES OF AMERICA,
Western District of North Carolina.

I, Robert P. Dick, judge of the United States district court within and for said district, do certify that on the 15th day of May, A. D. 1874, personally appeared before me, at Asheville, in the county of Buncombe, within said district, Sawnookee, Enola, Big Witch, Oa saw up, John Jackson, Johnny Light, Jackson Blythe, James Blythe, Tom Shellaa, Wilson Wolf, Young Squirrell, Hugh Lambert, San ya ta owl, Wilson New Comer, Jim Boss, Tanquitta, Chequelle, Mink, Long Bear, Will Peckerwood, and John Greybeard, the principal chiefs and headmen of the Eastern Band of the Cherokees mentioned in the foregoing contract, of the one part, and Wallace W. Rollins of the other part, who acknowledged the execution of said contract in my presence.

I further certify that it appears to me, from the statements of the parties before me, that the Eastern Band of the Cherokees as a tribe and as individuals, are the parties interested oft he one part, and Wallace W. Rollins is the party interested of the other part, in the above-mentioned contract; that the authority claimed by the said chiefs and headmen in my presence and in their own proper persons, is that they are the lawful representatives of their tribe, and by virtue of their authority as principal chiefs and headmen of said tribe, they have the power to make the foregoing contract, and in exercise of said power have thereunto agreed and executed the same; and the said Wallace W. Rollins, in my presence and in his own proper person, claims to agree to and execute said contract in his own right and for his own benefit.

Witness my hand and the seal of the said United States district court at Asheville, in the county of Buncombe, in the State of North Carolina, and within the western district of North Carolina aforesaid, the day first above written.

ROBT. P. DICK,
United States District Judge.

UNITED STATES OF AMERICA,
Western District of North Carolina:

I, E. R. Hampton, clerk of the district court of the United States for the western district of North Carolina, at Asheville in said district, hereby certify that the Hon. Robert P. Dick is judge of the district court of the United States for the said western district of North Carolina, and was at the time of the signing of the foregoing instrument; that I am acquainted with his handwriting and know his signature, which appears above to be genuine and true.

In testimony whereof I hereunto set my hand and affixed the seal of said court, at Asheville in said district, this the 16th day of May, A. D. 1874.

[SEAL.] E. R. HAMPTON,
Clerk of the District Court, Western District, North Carolina.

MARSHALL, N. C., *August* 5, 1874.

I hereby disclaim any intention to demand or right to receive more than 20 per cent. for all my services under the within contract, and that of same date between John Ross, chief of the Eastern Band of Cherokee Indians, and myself.

WALLACE W. ROLLINS.

I assign one half my interest to the within contract to Otis F. Presbrey, attorney at law, Washington, D. C., August 5, 1874.

W. W. ROLLINS.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
August 24, 1874.

I hereby assent to the foregoing assignment.

H. R. CLUM,
Acting Commissioner.

DEPARTMENT OF THE INTERIOR,
August 25, 1874.

The foregoing assignment is hereby approved.

W. H. SMITH,
Acting Secretary.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
June 24, 1874.

I hereby approve the sixth section of the within contract authorizing the party of the second part—

"To prosecute and attend to personally, and by such attorney or attorneys as he may employ (and whom he is hereby authorized to employ), all suits now pending in the courts of the United States in behalf of the Eastern Band of the Cherokees against any person or persons whatsoever, and such other suits as it may be necessary hereafter to institute in any court of the United States or of the State of North Carolina, or of any other State or Territory, or before any tribunal of arbitration, or reference to establish any right, or redress any wrong or injury done to the said Eastern Band of Cherokees, or to any individual thereof."

In which service the said party of the second part is to receive 20 per cent. of such amount as may be recovered thereby to the Eastern Band of Cherokee Indians.

H. R. CLUM,
Acting Commissioner.

DEPARTMENT OF THE INTERIOR,
August 25, 1874.

I hereby approve the sixth section of the within contract as recited and approved by the Commissioner of Indian Affairs.

W. H. SMITH,
Acting Secretary.

INCLOSURE 5.

AWARD OF BARRINGER, DILLARD, AND RUFFIN.

STATESVILLE, *October* 24, 1874.

SIR: In submitting the accompanying award in the cause of the Eastern Band of Cherokee Indians against Thomas and others, and Terrell and others, the arbitrators deem it proper to state briefly to your honor the labors and difficulties involved in the investigation. This will enable your honor, and the parties interested, the better to appreciate the results we have reached, both with a view to the compensation to be allowed to those conducting and making the investigation and the indulgence with which the award will be received and accepted.

The commission began its duties on the 7th of August last. Our first sitting was at Asheville, and lasted one week. To accommodate parties and witnesses, and to see for ourselves the condition of affairs among those people, we adjourned on the 15th of August to the Indian settlement at Qualla, sixty-five miles west of Asheville. There we found serious obstacles to a fair and speedy investigation of the peculiar matters referred to us, and we accordingly returned, after a few days, to Waynesville, an intermediate point. At this place we sat some three weeks, working often night and day. We then returned to Asheville, and finally to Greensborough and Statesville. At this last place we concluded our work on the 23d of October, instant.

In the course of our investigations we have sworn and examined nearly one hundred and fifty witnesses, most of them Indians, speaking only Cherokee. We have taken, read, examined, and considered many hundreds of pages of oral, written, and record testimony. The amounts involved embraced hundreds of thousands of dollars received, disbursed, and invested; the accounts and transactions extending through a period of nearly forty years, and often including the minutest details of innumerable small debts with 1,500 Indians through all that time. We were also required to assort, scrutinize,

and decide upon the title-papers to a large number of individual land-claims, and fix the location, settlement, and boundary of two immense bodies of disputed claims, each numbering thousands of acres. All this had to be done in the midst of that confusion and chaos necessarily caused by the peculiar condition and doubtful legal status of these people through near a century of mixed tribal and civilized life. To increase our difficulties and responsibilities, the facts on which we had to decide could only be reached through witnesses of partisan bias, often extremely ignorant, and speaking only through an interpreter.

Under such circumstances as these it could hardly be expected that the rights and interests of the parties involved could be very readily or satisfactorily ascertained or settled; yet we trust and believe we have done substantial justice, and at the same time so marked, defined, and secured the rights of the several parties litigant, as to bring repose and confidence to all concerned, and greatly quicken individual energy and enterprise among both whites and Indians.

We feel sure that for the first time in their history these Cherokees will stand in clear legal right as to their homes and possessions, and that they will now go to work with renewed hope and quickened energy in cultivating and improving the large and valuable claim of over 50,000 acres henceforth undoubtedly theirs, not to include numerous individual titles also adjudged them.

So, too, the government will, for the future, find it a comparatively easy task and grateful duty to superintend this interesting people and protect them in their new condition, and more readily indicate and carry out such policy as it may regard necessary and proper to their progress in the arts of civilized life.

In conclusion, we gladly recommend that proper allowances be made to Deputy Marshal Davis, and his bailiffs, Erwin and Smith, for their services in attending the commission, and in executing process: also to E. R. Hampton, a former referee in the equity suit, for numerous depositions taken by him and used by us.

Respectfully submitted.

RUFUS BARRINGER,
Chairman.

To Hon. R. P. DICK,
Judge of United States District Court, Asheville, N. C.

I, E. R. Hampton, clerk of the United States district and circuit courts for the western district of North Carolina, hereby certify that the foregoing is a true copy of letter from Hon. Rufus Barringer to Hon. Robert P. Dick, judge of the United States district and circuit courts for the western district of North Carolina, and now on file in my office.

As witness my hand and the seal of said circuit court this 23d day of November, A. D. 1874, and in the 99th year of American independence.

[SEAL.] E. R. HAMPTON, *Clerk*,
By R. H. GRESHAM, *Deputy Clerk.*

n the circuit court of the United States, fourth circuit; and the western district of North Carolina. November term, A. D. 1874, at Asheville.

BETWEEN THE EASTERN BAND OF THE CHEROKEE INDIANS
and
WM. H. THOMAS, WM. JOHNSTON, and JAS. W. TERRELL. } In equity.

BETWEEN THE UNITED STATES AND THE EASTERN BAND OF the Cherokee Indians
and
JAS. W. TERRELL, WM. H. THOMAS, WM. JOHNSTON, J. B. Allison, and A. J. Murray. } Action at law upon J. W. Terrell's bond as disbursing agent of the United States.

Upon motion this day made unto this court by Marcus Irwin, esq., of counsel for the plaintiffs, it was prayed that the writing of award, bearing date the 23d day of October, A. D. 1874, under the respective hands and seals of Rufus Barringer, John H. Dillard, and T. Ruffin, esquires, and by them filed with the clerk of this court, may be made an order of this court; whereupon, and upon hearing N. W. Woodfin, esq., of counsel for the defendants, who consented thereto: This court doth order that the said award be made an order of this court, and that the same be observed and performed by all parties thereto according to the tenor and true meaning thereof; and it is further ordered that said award, with this decree, be enrolled upon the records of this court.

It is further ordered that E. R. Hampton, clerk of this court, be allowed three hundred dollars and his expenses for taking depositions in the equity cause between the plaintiffs and defendants; and that Hamilton Erwin be allowed thirty dollars and his

expenses—thirty dollars—total, sixty dollars, for his services as bailiff in attending upon the court of arbitration, serving processes, and for other duties performed by him during the session of said court at Waynesville.

(Signed) ROBERT P. DICK, *Judge.*

Rec'd sixty dollars of Ro. M. Douglas, in full of my allowance on within order and decree, Nov. 16, 1874.

(Signed) HAMILTON ERWIN.

I, E. R. Hampton, clerk or the U. S. district and circuit courts for the western district of North Carolina, hereby certify that the foregoing is a true copy of the final award of circuit court at Asheville, in the Nov. term, 1874, signed by Hon. Robert P. Dick, United States district and circuit judge, as now on file in this office.

As witness my hand and the seal of said circuit court this 23d day of November, A. D. 1874, and in the 99th year of American independence.

[SEAL.] E. R. HAMPTON, *Clerk,*
By R. H. GRESHAM, *Dep. Clerk.*

In the circuit court of the United States, western district of North Carolina. In Asheville.

THE EASTERN BAND OF THE CHEROKEE INDIANS *against* WILLIAM H. THOMAS, WILLIAM JOHNSTON, AND JAMES W. Terrell. } In equity.

THE EASTERN BAND OF THE CHEROKEE INDIANS *against* JAMES W. TERRELL, WILLIAM H. THOMAS, WILLIAM JOHNston, A. J. Murray, and J. B. Allison. } Suit at law on the bond of J. W. Terrell as the disbursing agent or plaintiffs.

Whereas at the May term, 1874, of said circuit court of the United States held at Asheville, before his honor R. P. Dick, judge, the parties to the above two causes entered into an agreement, in writing, to submit all matters of dispute and controversy between them, as specified and set forth in their said written agreement, to Rufus Barringer, John H. Dillard, and Thomas Ruffin, their award to be final and a rule of court, and said submission to go into effect upon the approval thereof by the said Hon. R. P. Dick, judge of said court, the Secretary of the Interior, the Commissioner of Indian Affairs, and the Department of Justice at Washington City; and whereas their said submission was approved by the said judge of the court and the said several officers at Washington City, as appears from their several indorsements on the said written submission, a copy of which is hereto attached, and to be referred to as a part of this award; and whereas, by virtue of said submission, the reference to the said arbitrators was to be deemed operative and fully authorized as soon as approved as aforesaid:

Now, therefore, we, the undersigned, Rufus Barringer, John H. Dillard, and Thomas Ruffin, having taken upon ourselves the burden of the reference aforesaid, and having heard and duly considered and weighed the several allegations of the said parties, the pleadings in the said two suits, and all the proofs, vouchers, and documents which have been given in evidence before us, and having heard the arguments and suggestions of counsel, do hereby make and publish this our award, in writing, of and concerning all and every the several matters as above referred to us, in the manner following; that is to say:

1. That William H. Thomas became and was the agent of the Eastern Band of the Cherokee Indians living in North Carolina, who are the plaintiffs in the above two causes, after the removal of their brethren west in the year 1838, and as such undertook to purchase, and did purchase, for them land, the amount, location, and boundary whereof will hereinafter be fully described, to be paid for with money or moneys coming to them from the United States under treaties with and the laws of the said United States.

2. That the said William H Thomas, in pursuance of his said agency and trust reposed in him, did from time to time, and from various persons, purchase lands for the plaintiffs as a tribe and community, and settlement thereon, and carved up the same into towns, which said purchases are included in and make a large tract, situated on Soco Creek and Ocona Lufta River and their tributaries, known as the Qualla Boundary, and bounded as follows, to-wit: Beginning at a stump near the spring on Jackson County line at the head of Jonathan's Creek, where the Soco road crosses the mountain; thence in a northerly direction with the said county-line to the ridge which divides the waters of the Ravin's Fork from Bradley or west fork of Ocona Lufta River;

thence with the watershed of that ridge to the line of Widow Hugh's; thence eastwardly with her line, crossing Ravin's Fork; thence down, and with her lines and the lines of Wesley M. Enloe, to the Ocona Lufta River; thence down with the meanders of said river to the southern boundary of Samuel Monteith; thence across said river and with said Monteith's line to his southwest corner; thence with the lines of an entry made by W. H. Thomas and other lines of said Thomas, keeping on his outside lines to the dividing-ridge between the waters of Adam's Creek and Newton's Mill Creek, so running said line as to include all Indians living on the headwaters of said Adam's Creek; thence in a southerly direction, keeping on the watershed of said ridge to the line of Sim Sherrell; thence with his line to Ocona Lufta River, the last two lines being run so as to include all the Indian settlements on the east side of Newton's Mill Creek; thence with and across the said Ocona Lufta River to the upper boundary of J. M. Bird; thence with this line to the corner of the first tract of what is known as the State surveys above the said Bird; thence up said river with the lines of said State surveys so as to include one tier of old surveyed tracts bordering on said river, and striking said river below Ute Sherrell's, excluding the tract now occupied by J. A. Gibbs, and also some entries known as Thomas's entries; thence up and with the meanders of said river to a tract of land occupied by an Indian named Ah-ma-chama; thence with the line of that tract, and including the same, to the old line of Scroop Enloe, or near it, but so as to exclude the tract now occupied by Mason Reckley; thence with the line of the tract so occupied by Reckley, crossing the Soco Creek below his house, to the old line of said Scroop Enloe; thence with Enloe's line to the line of Thomas's mill-tract: thence with the line of said mill-tract and with the line of an entry known as Thomas's five-hundred-acre entry, and leaving the same outside, to the line of J. B. Sherrell; thence with his line to the line of a tract conveyed to Flying Squirrel by J. W. King; thence with the line of that tract, and so run as to include it, to the line of the Thompson Carter tract; thence with that tract, and so run as to include it, to the top of the ridge which makes the watershed between Soco Creek and Shoal Creek; thence with the said watershed to the south corner of the Cathcart survey; thence with the line of that survey to the beginning, at the head of Jonathan's Creek.

3. That within the said Qualla Boundary so as aforesaid purchased for the tribe as a community, the said Thomas, at divers times, sold and conveyed by deed several tracts of land to the following individual Indians, to wit: To Enola (or Black Fox), 40 acres; to Oue-tah, 33 acres; to Standing Wolf and children, 286 acres; to Catalska, three tracts, making together 110 acres; to Charlie Hornbuckle's heirs, 100 acres; to Sa-lo-lu-netah (or Young Squirrel), 53 acres; to Nellie Johnson, 200 acres; and to Jinney Reed, 200 acres, and received from them, respectively, the purchase-money; the locations and boundaries of which said tracts fully appear from the accompanying deeds to the said parties from said Thomas; and also that the said Thomas, at divers times, contracted in writing to sell several other tracts within said Qualla Boundary to the following individual Indians, to wit: To Chu-lo-gu-lah (or Cloud), 50 acres; Wilson Oocummuh, two tracts, one of 20 acres and the other known as the Caynatago tract; the heirs of Jeff. Hornbuckle, 200 acres; to Sawnooka, the lands surveyed by Dills, being a part of the Holland's old field; to Ben Quain, 50 acres, where he lives; to the heirs of Long Blanket, the place where they live; to the heirs of Little Witch, the place where they live; to Wilson Wolf, the mill-tract purchased of Abraham Mingus; to Ta-a-kah, the tract known as the Thompson place; to Wilson Reed, 125 acres, surveyed to him by Terrell; to Standing Water, the place where he now lives; to Ta-ya-hah, apart of the Holland's old field; to Tah-gul-se-nah, the place now occupied by him; and received from them, respectively, in whole or in part, the purchase-money, the location of which said tracts, so contracted to be sold, will appear by the several accompanying titles, bonds, and other memoranda from said Thomas to said Indians. We do, therefore, award that the general boundary, known as the Qualla Boundary, and above described, belongs to, and shall be held by, the Eastern Band of Cherokee Indians living in the State of North Carolina, as a tribe or community, and whether living at this time at Qualla or elsewhere in the State; and that the individual Indians above named as holding under said Thomas, either by deed or contract, shall hold and possess their several tracts as their separate property, with the quality of being inheritable, but without the power of alienation except from one Indian to another, and then only with the assent of their council. All the above, however, to be subject to the payment of a sum of money to William Johnston, as hereinafter provided.

4. We find that the wife and children of an Indian named Little John have a deed to a tract of land situated on the south side of Tuckaseigee River, and outside of said Qualla Boundary, for 173 acres, on which they now live, and we award that the same is a good title as against all parties and privies to these suits. We further find that the said wife and children of the said Little John have a title-bond from said Wm. H. Thomas for 100 acres of land, to be curved off from a tract of land adjoining the lands last spoken of, so as to embrace 100 acres of land on both sides of the Skeekee's Branch, and that they have paid for the same in full. Also that the heirs of Will-gees-ka

have a title-bond from Wm. H. Thomas for the tract of land on which they live, adjoining the above lands of the Little John's and on the south side of said Tuckaseigee River, for which they have paid in full. We do, therefore, award that the said defendants, Thomas and Johnson, do lay off and convey to the said wife and children of the said Little John the said 100 acres to embrace both sides of said Skeekee's Branch; and also that they convey unto the said heirs of Will-gees-ka the land on which they live.

5. We find that at one time it was contemplated between said Thomas and the Indians residing in the region described in the pleadings as Cheoih to make a similar purchase of a general boundary of land in that section of the State, and that there was a written agreement to that effect between them; but afterward the Indians declined to furnish, and did not furnish, the funds necessary to make such purchase; and we therefore award that the said agreement between them and Thomas to make such purchase was abandoned; and that in lieu thereof the following individual Indians made separate purchases from Thomas and others, and have deeds or other sufficient title therefor, to wit:

Sakah, 100 acres in district No. 9, section 589.

Corn-silk, 100 acres in district No. 9, section 347.

Corn-silk, 100 acres in district No. 10, section 374.

Chick-a-lilla, 100 acres in district No. 9, section 363.

Chick-a-lilla, 48 acres in district No. 9, adjoining section 363.

Walla-na-kah, 100 acres in district No. 10, section 552.

Ches-que-ne-tah (or Young Bird), son of Ty-al-ta, 100 acres in district No. 9, section 364.

Tom Big-meat, 100 acres in district No. 9, section 359.

Tom Big-meat, 90¼ acres in district No. 9, section 360.

Con-na-see-nah, 100 acres in district No. 10, section 386.

And these having all paid the purchase-money in full, we do award that they hold and have title in fee as against said Thomas and Johnson, and all other parties and privies to these suits.

We find further that the following Indians and persons of Indian blood have written contracts for title to lands in Cheoih from Wm. H. Thomas, and are entitled to specific execution thereof, they having paid the purchase-money in full therefor, to wit:

Ka-yu-kah (or Ground Squirrel), for 288 acres in district No. 10, section No. 23, Cherokee County.

James Taylor, district No. 7, in Cherokee County, Nos. 19, 21, and 27.

That the following have contracts in writing for the purchase of lands, and are entitled to specific performance thereof whenever they shall make full payments of the purchase-money, to wit:

Dick-a-gees-ku's heirs, for 100 acres in district No. 9, section 367.

Oo-tal-ka-nah, 100 acres in district No. 9, section 373.

Chin-a-que (or John Owl), the land whereon he lived in 1855, in Cherokee County, excepting all mineral interests.

Too-way-al-lah, part of No. 12, district No. 10.

Corn-silk, 100 acres in district No. 9, section 588.

Tracking Wolf, district No. 9, section 404.

Richard Henson and others, and their heirs, 210 acres in district No. 5, section 11.

Richard Henson, 157 acres in district No. 5, section 14, with a bounty-claim of 2,700 acres.

Sal-ka-nah and others, 80 acres in district No. 6.

Tes-a-tees-kah, 100 acres in district No. 9.

George Oo-yah-ste-ah, district No. 9, section 365.

Cah-nah-a-to-go and others, district No. 9, section 405.

Cohe-loskah, 120 acres in district No. 9, section 93.

Too-nah-lu-yah, Chees-que-ne-tah, Te-tal-ka-nah, no districts or section given.

We do, therefore, award that Ka-yu-kah (or Ground Squirrel) and James Taylor have a perfect equitable title in fee to their said sections of land, and that W. H. Thomas and William Johnston do execute deeds to them severally therefor; and as to all the others above mentioned, we award that they have respectively an equity to have title, and that the same be made to them by the said Thomas and Johnston upon the payment of the purchase-money still due from them; and the said Thomas, or Johnston, as the case may be, shall have a right, in default of such payment of the purchase-money, to enforce the same by sale of their lands, respectively, according to law.

6. We find that in the course of the agency and trusteeship of the defendant Thomas for the plaintiffs he received, in the way of payments by the government, contributions from individual Indians, and from sales of lands, within the said common boundary at Qualla, to individual Indians, large sums of money; that, on the other hand, by reason of the purchase for them of their lands, by his services rendered them in securing their claims, and by his furnishing them, through a long series of years, with

clothing, food, farming-tools, and other necessary supplies, they became largely indebted to him; that after adjusting all claims of every kind and description between them, except as hereinafter mentioned, we find that the said Indians owe the said Thomas a balance toward the purchase-money of the said Qualla Boundary of $18,50; that after the purchase of the said lands by the defendant Johnston, under his executions against the defendant Thomas, the plaintiffs, in pursuance of a contract made with the said Johnston, for the redemption of said lands, on the 29th day of September, 1869, paid to him, the said Johnston, the sum of $6,500, which said payment we award that the said Johnston shall apply as a credit on his said judgments against Thomas as money paid by the plaintiffs toward the balance above stated as due from them to Thomas; that the said sum of $6,500, with interest to this day, amounts to the sum of $8,486, thus reducing said balance due Thomas to the sum of $9,764.

7. We find, in the suit at law on the bond of Terrell and his sureties, that the said defendant Terrell paid over to the said defendant Thomas, his bondsman, the sum of $2,478, which is sought to be recovered in said suit on his bond, relying on him to pay it out to those entitled; and we further find that though such payment to Thomas was not in strict compliance with the conditions of his bond, yet this same being paid to Thomas, to whom the plaintiffs were owing a balance of purchase-money for their lands, and who then had a power of attorney from the plaintiffs authorizing him to receive the same and apply it toward the payment of said purchase-money for their lands, we do therefore award that the said sum, with its interest, this day making $2,697.89, be deducted from the above balance of $9,764, thus reducing it to the sum of $7,066.11; and upon the payment of this last-mentioned sum, to wit, the sum of $7,066.11, with its interest from this date at the rate of six per cent. per annum, to the said defendant Johnston, and by him to be entered as a credit on his said judgments against Thomas, we do further award that the said plaintiffs shall have a perfect equity to demand and have of him, the said Johnston, a conveyance of the legal title to all the lands embraced within their said Qualla Boundary, the same to be made to them, or to some trustee for them; and until such conveyance be made, the said Johnston, so soon as said balance is paid him, shall, himself, stand seized as a naked trustee of said lands to the use of said plaintiffs; and the said sum of $2,697.89, so sued for as aforesaid, in the action at law, being applied as above set forth on the said balance due for the purchase-money, we do therefore further award that the plaintiffs do recover in the said suit at law the penalty of said Terrell's bond, to be discharged on the payment of a penny and the costs of that action, to be taxed by the clerk.

8. Wishing to secure repose of title to the parties and to end litigation between them, we have taken into consideration all accounts, claims, and demands between the said plaintiffs as a tribe, and each and every member of the tribe, wherever residing in the State of North Carolina, and W. H. Thomas and William Johnston, and either of them, and we do hereby award that all such accounts, claims, and demands are to be treated as concluded and adjusted between them, and in no way collectable and enforceable, save and except as is hereinbefore provided in relation to contracts for sales of land, and save and except the matters of controversy between the members of the Raper family in regard to their reservation-money. This latter being already the subject of litigation in our State courts, we have not considered, but leave the same to be settled in said State courts.

9. We find that William H. Thomas purchased the Cathcart survey of 33,000 acres, and other adjoining tracts and entries, out of part of which the said Qualla Boundary is composed, and that he extinguished the titles of all whites inside of said boundary, with the single exception of that one of Ute Sherrell, and that but few of his title-papers have been registered, and but few of his deeds to, and his written contracts of sale with, said Indians, whether at Qualla or elsewhere, have been registered. We do therefore award that all of said deeds to Thomas, under which the said Indians claim, and all his deeds and written contracts of sale to them or any of them, shall be registered in the proper offices of the State; and to the end that this may be properly attended to by some competent person, we do award that all such deeds and contracts be delivered to W. W. Rollins, one of plaintiffs' agents, for registration.

10. In considering the compensation due to the defendant Thomas, as agent of the plaintiffs, we have estimated his fees and commissions only on the moneys heretofore actually paid to the Indians. On these amounts we award that said Thomas shall claim no further compensation, either directly from the Indians or indirectly through the government. But we further find that by a special contract of November 25, 1860, the said Thomas is entitled to compensation of ten per cent. on all moneys said Indians may receive from lands sold for their benefit west of the Mississippi, mainly secured through his efforts, and which contract it is not intended to impair. We therefore award that the said Thomas be allowed said rate of ten per cent. on all moneys said Indians may hereafter receive from said western land-fund, to be paid when the same is actually realized by the said Indians, and not otherwise.

11. The costs of the suit at law having been hereinbefore disposed of, we award that

all the other costs be taxed in the equity case, and be paid one-half by the plaintiffs and the other half by the defendants, W. H. Thomas and William Johnston. We leave the allowance to the arbitrators, and the manner of its payment to be fixed and provided for by the judge.

All of which is respectfully submitted, under our hands and seals, this 23d day of October, 1874.

(Signed)

RUFUS BARRINGER. [SEAL.]
JOHN H. DILLARD. [SEAL.]
T. RUFFIN. [SEAL.]

In the circuit court of the United States, western district of North Carolina.—May term, 1874.

THE EASTERN BAND OF THE CHEROKEE INDIANS
vs.
W. H. THOMAS, WILLIAM JOHNSTON, AND J. W. TERRELL. } In equity.

THE EASTERN BAND OF THE CHEROKEE INDIANS
vs.
JAMES W. TERRELL, W. H. THOMAS, WILLIAM JOHNSTON, A. J. Murray, and J. B. Allison. } Suit at law on bond.

The above causes, together with all unsettled matters connected therewith in law and equity between said parties or any of them, as well as any and all unsettled matters between any of said parties and any of the Cherokee Indians residing in North Carolina, growing out of any of the dealings between said Indians, or any of them, and William H. Thomas, acting as their agent or otherwise, especially in relation to their alleged indebtedness to him for services, supplies, &c., and his alleged indebtedness to them on account of the management, disposal, or investment of their funds in his hands as agent or otherwise; and touching all contracts in relation to lands, and for services rendered, or otherwise, for or with them, or otherwise; also all unsettled matters growing out of the agency of James W. Terrell as a disbursing-agent of the government, as well as all matters of controversy between the said Indians, or any of them, and William Johnston, defendant, touching the right to land purchased by him at execution-sale as the property of William H. Thomas, as well as the contracts of sale of 1869 between him and the said Indians, are referred to the arbitrament and award of John Dillard, esq., of Greensborough, Thomas Ruffin, of Hillsborough, and General Rufus Barringer, of Charlotte, and their award, or that of a majority of them, shall be a rule of court in all matters involved in said suits, and shall be final and forever obligatory between the parties as to all matters herein referred. If either of said arbiters shall not, for any cause, serve, then the other two are authorized to proceed to act, or to select a third person to act with them, and in that case the award of a majority of them shall be conclusive.

This reference is to go into effect when approved by his honor R. P. Dick, judge of this court, the Secretary of the Interior, the Commissioner of Indian Affairs, and the Department of Justice at Washington City.

WM. H. THOMAS,
By JAS. W. TERRELL, *Agent.*
JAS. W. TERRELL.
WM. JOHNSTON.
THE EASTERN BAND OF CHEROKEE INDIANS,
By W. W. ROLLINS, *Agent and Attorney.*

Approved:

N. W. WOODFIN, *Attorney for Wm. H. Thomas.*

Approved:

MARCUS ERWIN, *Asst. U. S. Dist. Attorney.*

Approved:

ROBT. P. DICK, *U. S. District Judge.*

OFFICE OF INDIAN AFFAIRS, *June* 17, 1874.

Approved:

EDW. P. SMITH, *Commissioner.*

DEPARTMENT OF THE INTERIOR, *June* 17, 1874.

Approved:

C. DELANO, *Secretary.*

Approved June 17, 1874.

GEO. H. WILLIAMS, *Attorney-General.*

I, E. R. Hampton, clerk of the circuit court for the western district of North Carolina, hereby certify that the foregoing is a true copy of the original paper on file in my office, as witness my hand and the seal of said court this 30th day of June, A. D. 1874.

E. R. HAMPTON,
Clerk,
By R. H. GRESHAM,
Deputy Clerk.

I, E. R. Hampton, clerk of the United States district and circuit courts for the western district of North Carolina, hereby certify that the foregoing is a true copy of the award by the arbitrators, Rufus Barringer, John H. Dillard, and Thomas Ruffin, and accompanying papers, as on file in my office.

As witness my hand and the seal of said circuit court this 23d day of November, A. D. 1874, and in the ninety-ninth year of American Independence.

[SEAL.] E. R. HAMPTON,
Clerk,
Per R. H. GRESHAM,
Deputy Clerk.

INCLOSURE 6.

Whereas under an award made by Rufus Barringer, John H. Dillard, and Thomas Ruffin, arbitrators in the case of the "Eastern Band of Cherokee Indians *against* William H. Thomas, William Johnston, et al.," in the circuit court of the United States for the western district of North Carolina, James W. Terrell and Thomas D. Johnston were by a decree of said court appointed commissioners to sell certain lands referred to us in said award to discharge and pay off the judgments therein awarded to be due William Johnston from William H. Thomas, which said lands had theretofore been sold under executions on said judgments and conveyed by deeds executed by the sheriff of the counties of Cherokee, Macon, and Jackson, to said William Johnston; and whereas since the date of said decree said judgments have been purchased by and duly assigned to the Commissioner of Indian Affairs of the United States in trust and for the benefit of the Eastern Band of Cherokees, and on the 14th day of August, A. D. 1876, an act of Congress was passed and ratified authorizing the Commissioner of Indian Affairs to purchase and receive certain lands therein referred to in full payment and final discharge of the aforesaid judgments in trust and for the use and benefit of said Eastern Band of Cherokees; and whereas in pursuance to the provisions of said act of Congress, Mark C. King, on the part of the Commissioner of Indian Affairs, and William A. Dill, on the part of Wm. H. Thomas, were selected as appraisers to value and appraise the lands hereinafter described which are referred to in the aforementioned award and were duly selected by said Eastern Band of Cherokees through a committee appointed by them at their annual general council held at Cheoah council grounds, in Graham County, North Carolina, on the first Monday of October, A. D. 1876, said appraisals being ratified and approved by the said "the Commissioner of Indian Affairs":

Now, therefore, in consideration of the above recited facts and in satisfaction of the said judgments, amounting at this date to twenty thousand five hundred and sixty-one and 85-100 dollars, the following indenture is executed:

This indenture, made and executed this the 9th day of October, A. D. 1876, between William Johnston and wife, Lucinda M. Johnston, of the county of Buncombe, State of North Carolina, and James W. Terrell, of Jackson County, and Thomas D. Johnston, of Buncombe County, State aforesaid, commissioners named in said award and agents and attorneys for William H. Thomas, by virtue of a power of attorney to them, dated the 3rd day of June, 1875, a copy of which is hereto annexed, of the first part; and the Commissioner of Indian Affairs, as trustee for said Eastern Band of Cherokee Indians, of the second part, witnesseth:

That the said parties of the first part, in consideration of the premises and in the further consideration of the payment of the amount and final discharge of said judgments, the receipt whereof is hereby confessed and acknowledged, have bargained, sold, remised, released, and quit-claimed, and by these presents do bargain, sell, remise, release, and quit-claim to the party of the second part as trustee for the Eastern Band of Cherokee Indians of the State of North Carolina, all their right, title, interest, claim, or demand whatsoever, in and to the following described lands, to wit:

In Graham County, North Carolina, district number nine, grant number ninety-six, containing 228 acres, more or less.

2. Grant number eighty-six, containing 138 acres, more or less.
3. Grant number ninety, containing 141 acres, more or less.
4. Grant number one hundred, containing 138 acres, more or less.

5. Grant number eighty-seven, containing 180 acres.
6. Grant number eighty-nine, containing 50 acres.
7. Grant number seventy-nine, containing 60 acres.
8. Grant number seventy-six, containing 140 acres.
9. Grant number ninety-four, containing 204 acres.
10 Grant number seventeen, containing 118 acres.
11. Grant number ninety-five, containing 222 acres.
12. Grant number seventy-seven, containing 166 acres.
13. Grant number seventy-five, containing 137 acres.
14. Grant number ninety-one, containing 229 acres.
15. Grant number eighty-eight, containing 100 acres.
16. Grant number one hundred and two, containing 269 acres.
17. Grant number ninety-two containing 120 acres.
18. Grant number eighty-one, containing 202 acres.
19. Grant number forty-seven, containing 68 acres.
20. Grant number twenty-nine, containing 65 acres.
21. Grant number one hundred and three, containing 105 acres.
22. Grant number three hundred and sixty-nine, containing 100 acres.
23. Grant number twenty, containing 225 acres.
24. Grant number eighteen, containing 91 acres.
25. Grant number one hundred & one, containing 151 acres.
26. Grant number fifty-five, containing 50 acres.
27. Grant number thirty-seven, containing 76 acres.
28. Grant number twenty-five, containing 346 acres.
29. Grant number nine, containing 269 acres.
30. Grant number twenty-two, containing 400 acres.
31. Grant number thirteen, containing 303 acres.
32. Grant number two, containing 227 acres.
33. Grant number fifteen, containing 275 acres.
34. Grant number three, containing 254 acres.

In district number ten (10):

35. Grant number eight, containing 400 acres.
36. Grant number one, containing 262 acres.
37. Grant number five hundred and eighty-four, containing 100 acres.
38. Grant number four hundred and eighty-two, containing 100 acres.
39. Grant number three hundred and eighty-nine, containing 100 acres; amounting in the aggregate to six thousand eight hundred and nine acres in the county of Graham.

In Jackson County the following lands:

40. The strip of land adjoining the Qualla boundary on the south, beginning at a post set by M. S. Temple, surveyor, at the ford of Soco Creek, and running thence easterly along the water-divide of the ridge, south of Soco Creek, until it intersects the Indian boundary at the top of said ridge, opposite Echota Mission, and including all the lands between the said water-divide and the present Indian boundary, containing 700 acres, more or less.

In Cherokee County:

41. The lot in Cherokee County, on the headwaters of Valley River, now occupied by Eli Ingram, containing 100 acres, more or less.
42. Also a lot in such county adjoining the lands of Messrs. Fair, on the north side of Valley River, in district number six, containing one hundred acres, more or less.
43. Also three thousand and fifty-two acres of land lying on the waters of Valley River and Vengeance Creek, comprising tracts to be hereafter surveyed, and so as to embrace the lands occupied by Johnson Greybeard and Nancy and Rose Hawkins. The above being the lands selected by the Indians, and described in the report of the appraisers; also the following lands mentioned in the aforesaid award, to wit:
44. In Cherokee County the lands occupied by the Indian Chinaque or John Owl, containing 100 acres.
45. The lands occupied by Richard Henson and others and their heirs, containing 210 acres.
46. Lands occupied by Richard Henson and others, containing one hundred fifty-seven acres.
47. Lands occupied by Richard Henson and others and their heirs, containing 2,700 acres.

The last three tracts being Dist. No. 5, and comprising what is known as the "Henson Donation."

In Graham County the following lands:

48. Lands occupied by Dickageeskin's heirs, containing 100 acres, being section 367, in district nine.
49. Lands occupied by Ootalkanah, section three hundred seventy-three, in district nine, containing one hundred acres.

50. Lands occupied by Two-way-allah, part of number twelve, in district No. 10, containing 100 acres.
51. Lands occupied by Cornsilk, section five hundred and eighty-eight, in district nine, containing 100 acres.
52. Lands of Tracking Wolf, section four hundred and four, district No. 9, containing 83 acres.
53. Lands of Salkanah and others, district number six, containing eighty acres.
54. Lands of Ter-a-tees-kah, in district No. nine, containing 100 acres.
55. Lands of George Ooyahsteah, section 365, in district No. 9, containing 100 acres.
56. Lands of Cah-nah-a-to-go and others, section 405, in district No. 9, containing 100 acres.
57. Lands of Coheloskah, section 93, in district No. 9, containing 120 acres.
58. Lands of Too-nah-lee-yah, in district nine, containing 100 acres.
59. Lands of Cheesquenetak, in district nine, containing one hundred acres.
60. Lands of Te-tal-kanah, in district nine, containing one hundred acres.

The aggregate number of acres of lands described in said award being four thousand four hundred and fifty, and lying in Cherokee and Graham Counties.

To have and to hold the aforesaid lands and premises, with all the appurtenances thereunto belonging, to the said "the Commissioner of Indian Affairs" and his successors in office, as trustee for the use and benefit of the Eastern Band of Cherokee Indians of North Carolina forever; and the said William Johnston and Lucinda M. Johnston do covenant to and with the party of the second part, that they will warrant and defend the interests herein conveyed by them free and discharged from the lawful claims of all parties claiming the same by, through, or under them, or either of them; and the said James W. Terrell and Thomas D. Johnston, as commissioners and agents aforesaid, do covenant that they will warrant and defend the same free from the claims of all persons claiming same by, through, or under them, so far forth as they are authorized and required to do by virtue of their offices as commissioners and agents aforesaid, and no further.

In testimony whereof the parties of the first part have hereunto set their hands and seals this the 9th day of October, A. D. 1876.

In presence of:

WM. JOHNSTON. [SEAL.]
L. M. JOHNSTON. [SEAL.]
JAS. W. TERRELL. [SEAL.]
THOS. D. JOHNSTON. [SEAL.]

In the probate court.

BUNCOMBE COUNTY:

Be it known that on this the 9th day of October, 1876, before the undersigned, judge of probate in and for said county of Buncombe, personally came William Johnston and wife, Lucinda M. Johnston, and Thomas D. Johnston, of Buncome County, and James W. Terrell, of Jackson County, the parties described in, and who executed the foregoing deed of conveyance to "the Commissioner of Indian Affairs," and each duly acknowledged the execution by himself and herself of said deed for the purposes therein mentioned. And thereupon the said Lucinda M. Johnston, being by me privately examined, separate and apart from her said husband, doth declare upon such examination that she executed the same freely, voluntarily, and of her own accord, without any fear, force, or undue influence on the part of her said husband or any one else, and that she doth still voluntarily assent thereto.

Therefore let said deed and their certificate be registered.

[SEAL.]

J. E. REED.
Judge of Probate.

ENCLOSURE 7.

This indenture, made this 9th day of October, 1876, between William Johnston and wife, Lucinda M. Johnston, of the county of Buncombe, State of North Carolina, of the first part, and the Eastern Band of North Carolina Cherokee Indians of the second part, witnesseth: that, whereas, at the November term, 1874, of the circuit court of the United States for the western district of North Carolina, the case of the Eastern and of the Cherokee Indians against Wm. H. Thomas, William Johnston, and James W. Terrill in equity, and the case of the United States and the Eastern Band of Cherokee Indians *vs.* James W. Terrill *et al.*, came on to be finally heard together upon the award of Rufus Barringer, John H. Dillard, and T. Ruffin, the arbitrators duly appointed at the May term, 1874, of said court, to hear and determine the matters in controversy between said parties, and which award has been rendered to the court, and states, among other things:

1st. That William H. Thomas became and was the agent of the Eastern Band of

the Cherokee Indians living in North Carolina, who are the plaintiffs in the above two causes, after the removal of their brethren west in the year 1838, and as such undertook to purchase, and did purchase for them land, the amount, location, and boundary whereof will hereinafter be fully described, to be paid for with money or moneys coming to them from the United States under treaties with and the laws of the said United States.

2nd. That the said William H. Thomas, in pursuance of his said agency and trust reposed in him, did, from time to time, and from various persons, purchase lands for the plaintiffs as a tribe and community and settlement thereon, and carved up the same into towns, which said purchases are included in and make a large tract situated on Soco Creek and Ocona Lufta River and their tributaries, known as the Qualla Boundary, and bounded as follows, to wit: Beginning at a stump near the spring on Jackson County line, at the head of Jonathan's Creek, where the Soco road crosses the mountain; thence in a northerly direction with the said county line to the ridge which divides the waters of the Ravin's Fork from Bradley, or west fork of Ocona Lufta River; thence with the water-shed of that ridge to the line of Widow Hugh's; thence eastwardly, with her line, crossing Ravin's Fork; thence down, and with her lines and the lines of Wesley M. Enloe, to the Ocona Lufta River; thence down with the meanders of said river to the southern boundary of Samuel Monteith; thence across said river, and with said Monteith's line, to his southwest corner; thence with the lines of an entry made by W. H. Thomas, and other lines of said Thomas, keeping on his outside lines to the dividing ridge between the waters of Adam's Creek and Newton's Mill Creek, so running said line as to include all the Indians living on the headwaters of said Adam's Creek; thence in a southerly direction, keeping on the water-shed of said ridge, to the line of Sim Sherrell; thence, with his line, to Ocona Lufta River; the last two lines being run so as to include all the Indian settlements on the east side of Newton's Mill Creek; thence with and across the said Ocona Lufta River, to the upper boundary of J. M. Bird; thence, with his line, to the corner of the first tract of what is known as the State surveys above the said Bird; thence up said river, with the lines of said State surveys so as to include one tier of old surveyed tracts bordering on said river, and striking said river below Ute Sherrell's, excluding the tract now occupied by J. A. Gibbs, and also some entries known as Thomas's entries; thence up, and with the meanders of said river, to a tract of land occupied by an Indian named Ah-ma-cha-ma; thence, with the line of that tract, and including the same, to the old line of Scroop Enloe, or near it, but so as to exclude the tract now occupied by Mason Reckley; thence, with the line of the tract so occupied by Reckley, crossing the Soco Creek below his house, to the old line of said Scroop Enloe; thence, with Enloe's line, to the line of Thomas's mill tract; thence, with the line of said mill tract and with the line of an entry known as Thomas's five hundred acre entry, and leaving the same outside, to the line of J. B. Sherrells; thence, with his line, to the line of a tract conveyed to Flying Squirrel by J. W. King; thence, with the line of that tract, and so run as to include it, to the line of the Thompson Carter tract; thence with that tract, and so run as to include it, to the top of the ridge which makes the water-shed between Soco Creek and Shoal Creek; thence, with the said water-shed, to the south corner of the Cathcart survey; thence, with the line of that survey to the beginning at the head of Jonathan's Creek.

3d. We do, therefore, award that the general boundary, known as the Qualla Boundary, and above described, belongs to, and shall be held by the Eastern Band of Cherokee Indians, living in the State of North Carolina, as a tribe or community, and whether living at this time at Qualla or elsewhere in the State; and that the individual Indians above named as holding under said Thomas, either by deed or contract, shall hold and possess their several tracts as their separate property, with the quality of being inheritable, but without the power of alienation except from one Indian to another, and then only with the assent of their council. All the above, however, to be subject to the payment of a sum of money to William Johnston as hereinafter provided.

6th. We find that in the course of the agency and trusteeship of the defendant Thomas for the plaintiffs he received, in the way of payments by the government, contributions from individual Indians, and from sales of lands, within the said common boundary at Qualla to individual Indians large sums of money; that on the other hand, by reason of the purchase for them of their lands, by his services rendered them in securing their claims, and by his furnishing them, through a long series of years, with clothing, food, farming tools, and other necessary supplies, they became largely indebted to him; that after adjusting all claims of every kind and description between them, except as hereinafter mentioned, we find that the said Indians owe the said Thomas a balance towards the purchase money of the said Qualla Boundary of $18,250; that after the purchase of the said lands by the defendant Johnston, under his executions against the defendant Thomas, the plaintiffs in pursuance of a contract made with the said Johnston for the redemption of said lands on the 29th day of September, 1869, paid to him, the said Johnston, the sum of $6,500, which said payment we award

that the said Johnston shall apply as a credit on his said judgments against Thomas as money paid by the plaintiffs toward the balance above stated as due from them to Thomas; that the said sum of $6,500 with interest to this day amounts to the sum of $8,486, thus reducing said balance due Thomas to the sum of $9,764.

7th. We find, in the suit at law on the bond of Terrell and his sureties, that the said defendant Terrell paid over to the said defendant Thomas, his bondsman, the sum of $2,478, which is sought to be recovered in said suit on his bond, relying on him to pay it out to those entitled; and we further find that though such payment to Thomas was not in strict compliance with the conditions of his bond, yet this sum being paid to Thomas to whom the plaintiffs authorizing him to receive the same and apply it toward the payment of said purchase money for their lands, we do, therefore, award that the said sum with its interest, this day making $2,697.89, be deducted from the above balance of $9,764, thus reducing it to the sum of $7,066.11; and upon the payment of this last mentioned sum, to wit, the sum of $7,066.11 with its interest from this date at the rate of six per cent. per annum, to the said defendant Johnston, and by him to be entered as a credit on his said judgments against Thomas, we do further award that the said plaintiffs shall have a perfect equity to demand and have of him, the said Johnston, a conveyance of the legal title to all the lands embraced within their said Qualla Boundary, the same to be made to them or to some trustee for them; and until such conveyance be made the said Johnston, so soon as said balance is paid him, shall himself stand seized as a naked trustee of said lands to the use of said plaintiffs.

And whereas, upon such final hearing, it was ordered and decreed by the court that the "award of said arbitrators be made an order of this court, and that the same be observed and performed by all the parties thereto according to the tenor and the meaning thereof": Now this indenture witnesseth, that the said party of the first part, in consideration of the aforesaid sum of seven thousand and sixty-six dollars and eleven cents, awarded by said arbitrators, and to him in hand paid by the Eastern Band of North Carolina Cherokee Indians at and before the ensealing and delivery of these presents, the receipt and payment whereof he doth hereby acknowledge, hath granted, bargained, sold, released, and confirmed, and by these presents, in pursuance of the said order of court, and by force and virtue thereof, doth grant, bargain, sell, release, and confirm unto the said party of the second part, their heirs and successors, all that certain piece and parcel of land situate, lying, and being in the State aforesaid, and bounded and described as follows, to wit:

Beginning at a stump near the spring on Jackson County line, at the head of Jonathan's Creek, where the Soco road crosses the mountain, running thence N. 42½° W., variation 2°.25 E. with the line of said county, 173 chs. 14 lks. to a mound of stones on the Swaine County line; thence with said line N. 58° E. 1 ch. 16 lks.; thence E. 1 ch. 11 lks.; thence N. 62° E. 2 ch. 65 lks, to a chestnut marked "I. B.;" thence N. 62° E. 8 ch. 15 lks.; thence N. 43° E. 5 ch. 50 lks.; thence N. 55° E. 6 ch.; thence N. 62° E. 2 ch. 29 lks.; thence N. 62½° E. 3 ch. 87 lks. to a stake, county corner; thence N. 70° E. 1 ch. 50 lks.; thence N. 13° W. 10 ch. 58 lks.; thence N. 29° E. 4 ch. 58 lks.; thence N. 20° E. 4 ch. 98 lks.; thence N. 22° E. 7 ch.; thence N. 6° E. 2 ch. 66 lks.; thence N. 16° W. 4 ch. 83 lks.; thence with said county line N. 16° W. 5 ch. 5 lks.; thence N. 2 ch.; thence N. 33° E. 5 ch.; thence N. 39° E. 7 ch. 40 lks. to a chestnut 28 in. in diameter, marked "I. B.;" thence N. 56½° E. 5 ch. 61 lks.; thence N. 41° E. 2 ch. 14 lks.; thence N. 16° W. 2 ch.; thence N. 22° W. 3 ch. to a chestnut 14 in. in dia., "I. B.;" thence N. 22° W. 3 ch.; thence N. 36° W. 4 ch. 80 lks. to a post in mound three and one-half mile station; thence with water-shed of Jonathan's Creek and Bunches Creek and Swaine Co. line N. 36° W. 1 ch. 25 lks.; thence N. 45° W. 2 ch. 25 lks.; thence N. 2° E. 6 ch.; thence N. 16° W. 6 ch. 50 lks.; thence N. 4° E. 6 ch. 50 lks. to a chestnut 24 in. in dia., "I. B."; thence N. 21° W. 2 ch. 75 lks.; thence N. 8° 3 ch. 75 lks.; thence N. 73° E. 6 ch.; thence N. 60° E. 5 ch. to post in mound, fourth mile station; thence with said water-shed and county line N. 60° E. 1 ch. 50 lks.; thence N. 87° E. 6 ch.; thence S. 46° E. 5 ch. 87 lks.; thence N. 53° E. 3 ch. 50 lks.; thence N. 66° E. 5 ch. 25 lks.; thence N. 34° E. 4 ch. 50 lks.; thence N. 5° E. 4 chs.; thence N. 18° E. 3 chs.; thence N. 60° E. 1 ch. 88 lks.; thence N. 7° W. 4 ch. 50 lks. to 4½ mile station; thence N. 7° W. 4 chs. 50 lks.; thence N. 22° W. 8 chs. 50 lks.; thence N. [north] 8 chs.; thence N. 35° E. 9 ch. 65 lks.; thence N. 8° E. 9 ch. 35 lks. to a mound, fifth mile station. Thence with said water-shed and Swaine Co. line N. 8° W. 1 ch.; N. 72° E. 3 ch. 50 lks.; thence N. 83° E. 3 ch. 50 lks.; thence E. 8 ch. 58 lks. to a buckeye 15 in. dia., "I. B.;" thence N. 13° E. 7 ch. 50 lks.; thence N. 48° E. 5 ch.; thence N. 37° E. 10 chs. 92 lks. to a post in mound 5½ mile station. Thence with said water-shed and line N. 37° E. 3 ch. 12 lks.; thence N. 30° E. 2 ch. 50 lks.; thence N. 9° W. 4 ch. 50 lks.; thence N. 20° W. 7 ch. 40 lks. to beach 11 in. dia., "I. B."; thence N. 34° W. 11 chs. 22 lks.; thence N. 15° E. 9 ch.; thence N. 55° W. 2 ch. 26 lks. to a mound 6th mile station. Thence same course 4 ch. 87 lks.; thence N. 3° E. 5 ch.; thence N. 11° E. 3 chs.; thence N. 2 ch., thence N. 46° W. 2 ch.; thence N. 21° W. 3 ch. 50 lks.; thence N. 8° E. 3 chs.

to a sugar tree 16 in. in dia., "I. B."; thence N. 25° W 4 ch. 50 lks.; thence N. 44° W. 4 ch.; thence N. 86° W. 3 ch. 45 lks.; thence N. 56° W. 12 ch. 68 lks. to top of Little Balsam Mountain; thence N. 30° E. 15 ch. 66 lks.; thence N. 1° W. 6 ch. 20 lks.; thence N. 32° W. 8 ch. 92 lks.; thence N. 44° W. 1 ch. 22 lks. to a mound, 7th mile station; thence with water-shed of Straight and Ravens Fork and Bunch's Creek and Swaine County line, N. 37° W. 2 ch.; thence N. 52° W. 2 ch. 66 lks. to a balsam 19 in. dia., "I. B."; thence N. 22° W. 7 ch. 50 lks.; thence N. 34° W. 4 ch. 15 lks.; thence N. 12° W. 8 ch. 37 lks. to a birch 14 in. dia., "I. B."; thence N. 24° E. 4 chs.; thence N. 3° E. 3 ch. 30 lks. to a balsam 20 in. dia., "I. B."; thence N. 20° W. 3 ch. 70 lks.; thence N. 39° W. 2 ch. 50 lks.; thence N. 26° W. 1 ch. 82 lks.; thence N. 37° W. 9 ch.; 25 lks.; thence N. 16° W. 3 ch. 90 lks.; thence N. 59° W. 7 ch. 50 lks. to a birch 9 in. dia., "I. B."; thence N. 84° W. 3 ch.; thence S. 79° W. 7 ch. 30 lks.; thence N. 55° W. 3 ch. 65 lks.; thence N. 71° W. 3 ch.; thence N. 45° W. 2 ch. 40 lks. to a post in mound, 8th mile station; thence with Swaine Co. line N. 45° W. 1 ch.; thence N. 67° W. 1 ch. 25 lks.; thence N. 89° W. 8 ch. 50 lks.; thence N. 61° W. 3 ch. 50 lks.; thence N. 52° W. 1 ch. 65 lks. to a birch 19 in. dia., "I. B."; thence N. 68° W. 1 ch. 50 lks.; thence N. 55° W. 7 ch. 40 lks.; thence N. 65° W. 6 ch. 30 lks.; thence N. 44° W. 6 ch. 30 lks.; thence N. 61° W. 2 ch. 60 lks.; thence on Swaine Co. line on the water-shed of Ravens Fork of the Ocona Lufta and Catalooch Rivers N. 61° W. 90 lks.; thence N. 39° W. 2 ch. 44 lks.; thence N. 69° W. 1 ch. 68 lks. to a birch 30 in. dia., "I. B."; thence N. 52° W. 3 ch. 15 lks.; thence N. 81° W. 5 ch.; thence N. 56° W. 3 ch. 17 lks.; thence N. 31° W. 2 ch. 35 lks.; thence N. 49° W. 2 ch. 75 lks.; thence N. 71° W. 1 ch.; thence N. 30° W. 2 ch. 50 lks.; thence N. 2° W. 2 ch. 82 lks. to a birch, "I. B."; thence N. 2° W. 1 ch. 50 lks.; thence N. 11° W. 2 ch. 25 lks.; thence N. 19° E. 1 ch.; thence N. 2° W. 7 ch. 49 lks. to a post in mound, 9th mile station; thence with said water-shed N. 10° E. 5 ch. 25 lks.; thence N. 54° W. 2 ch. 50 lks.; thence N. 40° W. 3 ch. 50 lks.; thence N. 28° W. 4 ch. 68 lks. to a birch 14 in. dia., "I. B."; thence N. 6° W. 2 ch. 50 lks.; thence N. 2° E. 3 ch.; thence N. 20° E. 1 ch. 50 lks.; thence N. 6° E. 3 ch. 75 lks.; thence N. 17° E. 4 ch. 25 lks.; thence N. 7° E. 2 ch. 50 lks.; thence N. 2 ch. 50 lks.; thence N. 6° E. 1 ch.; thence N. 19° E. 6 ch. 82 lks.; thence N. 57° W. 1 ch. 50 lks.; thence N. 35° W. 1 ch. 17 lks.; thence N. 45° W. 1 ch. 10 lks. to a double birch 60 in. dia., "I. B."; thence N. 49° W. 1 ch. 63 lks.; thence N. 35° W. 1 ch. 25 lks.; thence N. 46° W. 4 ch.; thence N. 32° W. 7 ch. 85 lks. to a buckeye 10 in. dia., "I. B."; thence N. 61° W. 1 ch. 50 lks.; thence N. 50° E. 1 ch. 50 lks.; thence N. 35° E. 3 ch. 72 lks.; thence N. 27° E. 4 ch. 37 lks.; thence N. 11° E. 1 ch. 50 lks.; thence N. 25° E. 3 ch. 98 lks.; thence N. 39° E. 1 ch. 18 lks. to a post in a mound, 10th mile post; thence with said county line and water-shed N. 33° E. 7 ch. 50 lks.; thence N. 10° E. 2 ch.; thence N. 18° W. 5 ch. 50 lks.; thence N. 17° E. 2 ch. 25 lks. to a balsam 8 in. dia., "I. B."; thence N. 17° E. 17 ch. 92 lks.; thence N. 43° E. 3 ch. 10 lks.; thence N. 61° E. 1 ch. 73 lks.; thence N. 56° E. 1 ch. 64 lks.; thence N. 73° E. 3 ch. 25 lks.; thence N. 44° E. 7 ch.; thence N. 69° E. 2 ch. 50 lks.; thence N. 41° E. 2 ch. 50 lks.; thence N. 29° E. 3 ch. 42 lks.; thence N. 20° E. 4 ch. 30 lks. to a birch 14 in. in dia., "I. B."; thence N. 9° E. 2 ch.; thence N. 28° E. 2 ch.; thence N. 11° E. 5 ch. 35 lks.; thence N. 51° W. 2 ch. 50 lks.; thence N. 76° W. 1 ch. 25 lks.; thence N. 68° W. 1 ch. 10 lks.; thence N. 54° W. 1 ch. 19 lks. to a post in mound, 11th mile station; thence with said water-shed and county line N. 66° W. 3 ch. 50 lks.; thence N. 46° W. 6 ch. 78 lks.; [thence] N. 39° W. 6 ch. 32 lks.; thence N. 48° W. 3 ch. 25 lks.; thence N. 27° W. 5 ch. 50 lks.; thence N. 33° W. 4 ch. 12 lks.; thence N. 17° W. 6 ch. 6 lks.; thence N. 2° W. 3 ch.; thence N. 16° E. 1 ch. 37 lks.; thence N. 10° E. 4 ch.; thence N. 8° E. 3 ch.; thence N. 19° W. 2 ch. 50 lks.; thence N. 6° E. 3 ch.; thence N. 21° E. 2 ch. 75 lks.; thence N. 8° E. 3 ch. 50 lks.; thence N. 22° E. 1 ch. 67 lks.; thence N. 45° E. 4 ch. 68 lks.; thence N. 40° E. 5 ch. 65 lks.; thence N. 64° E. 2 ch. 50 lks.; thence N. 31° E. 5 ch. 90 lks.; thence N. 25° E. 85 lks. to a post in mound, 12th mile station; thence with said county line and the water-shed of the Raven's Fork and Catalooch Rivers, N. 25° E. 1 ch. 25 lks.; thence N. 45° E. 4 ch. 15 lks.; thence N. 39° E. 1 ch.; thence N. 9° W. 2 ch. 50 lks.; thence N. 43° E. 5 ch.; thence N. 23° W. 9 ch. 10 lks.; thence N. 29° W. 3 ch. 50 lks.; thence 14° W. 2 ch. 45 lks., to a chestnut 16 in. dia., "I. B."; thence N. 5° W. 3 chs. 75 lks.; thence N. 24° W. 1 ch. 81 lks.; thence N. 21° E. 3 ch. 66 lks.; thence N. 11° W. 1 ch. 83 lks.; thence N. 11° W. 1 ch. 75 lks.; thence N. 45° W. 2 ch.; thence N. 51° W. 5 ch.; thence N. 42° W. 3 ch.; thence N. 52° W. 2 ch. 33 lks.; thence N. 15° E. 96 lks.; thence N. 5° W. 4 ch. 30 lks.; thence N. 71° W. 1 ch. 90 lks.; thence N. 58° W. 2 ch. 75 lks.; thence N. 47° W. 7 ch. 80 lks.; thence N. 29° W. 4 ch. 83 lks.; thence N. 37° W. 3 ch. 38 lks., to a post in mound, 13th mile station; thence running Swaine County line, and water-shed of the Ocona Lufta and Catalooch Rivers, N. 37° W. 1 ch.; thence N. 68° W. 95 lks.; N. 80° W. 90 lks.; N. 73° W. 1 ch. 90 lks.; N. 51° W. 1 ch. 70 lks.; N. 40½° W. 8 ch. 25 lks.; thence N. 65° W. 1 ch. 90 lks.; thence N. 55° W. 2 ch. 55 lks., to a chestnut 11 in. dia., "I. B."; thence N. 47° W. 3 ch. 75 lks.; thence N. 52° W. 9 ch. 75 lks.; thence N. 71° W. 7 ch. 35 lks.; thence N. 82° W. 4 ch. 16 lks.; thence S. 73° W. 4 ch. 18 lks.; thence S. 47° W. 5 ch. 50 lks.; thence S. 74° W. 4 ch. 33 lks., to a white oak 23 in. dia., "I. B."; thence S. 52° W. 2 ch. 80 lks.; thence N. 81° W. 3 ch. 64 lks.; thence N. 70° W. 7 ch. 50 lks.; thence N. 81° W. 7 ch. 89 lks., to a post in mound, 14th mile station,

running thence with water-shed of Straight Fork and Catalooch River and Swaine County line, N. 81° W. 2 ch. 25 lks.; thence S. 81° W. 2 ch. 50 lks.; thence N. 89° W. 8 ch. 50 lks.; thence N. 31° W. 2 ch.; thence N. 23° W. 2 ch. 68 lks,; thence N. 60° W. 5 ch. 14 lks. to a beach 13 in. dia., "I. B."; thence N. 14° W. 2 ch. 43 lks.; thence N. 18° W. 6 ch. 50 lks.; thence N. 6° E. 2 ch. 80 lks.; thence N. 8° E. 4 ch. 25 lks.; thence N. 22° W. 95 lks.; thence N. 22° W. 4 ch.; thence N. 17° E. 3 ch. 50 links; N. 17° W. 2 ch.; N. 28° W. 3 ch. 50 lks; N. 11° W. 2 ch. 25 lks.; N. 32° W. 4 ch. 40 lks.; N. 8° E. 2 ch.; N. 24° E. 2 ch. 55 lks. to a beech 7 in. dia., "I. B." Thence N. 28° E. 4 ch.; N. 43° E. 3 ch.; N. 51° E. 6 ch. 25 lks.; N. 66° E. 2 ch. 16 lks.; N. 60° E. 39 lks. to a post in a mound, 15th mile station; running thence with said county line and water-shed N. 60° E. 2 ch.; N. 53° E. 2 ch.; N. 25° E. 3 ch.; N. 37° E. 5 ch. 50 lks.; N. 55° E. 6 ch. 50 lks.; N. 43° E. 3 ch. 75 lks.; N. 24° E. 5 ch. 50 lks.; N. 5° W. 8 ch. 50 lks.; N. 8° E. 3 ch. 25 lks.; N. 24° E. 9 ch. 50 lks.; N. 9° E. 2 ch. 50 lks.; N. 5° E. 9 ch. 8 links; N. 32° E. 4 ch.; N. 57° E. 2 ch. 40 lks. to a balsam 12 in. dia., "I. B." Thence N. 70° E. 2 ch.; N. 51° E. 4 ch. 35 lks.; N. 20° E. 4 ch.; N. 43° E. 2 ch. 17 lks. to a post in mound, 16th mile station; running thence with Swaine County line, N. 44° E. 2 ch.; N. 76° E. 4 ch. 20 lks.; S. 87° E. 1 ch. 75 lks.; N. 36 E. 7 ch. 65 lks. to a balsam 33 in. dia., "I. B."; N. 44° E. 5 ch. 50 lks.; N. 18° E. 4 ch. 18 lks.; N. 39° E. 14 ch. 72 lks.; N. 44° E. 11 ch. 39 lks.; N. 20° E. 9 ch. 50 lks.; N. 45° W. 1 ch. to a birch 15 in. dia., "I. B." Thence N. 71° W. 2 ch. 50 lks.; S. 76° W. 2 ch. 50 lks.; N. 75° W. 2 ch. 65 lks.; N. 61° W. 1 ch. 50 lks.; N. 50° W. 1 ch. 50 lks.; N. 35° W. 6 ch. 85 lks.; N. 73° W. 61 lks. to a post in mound, 17th mile station; running thence with the water-shed of Ocona Lufta River and Big Creek, Swaine County line; N. 73° W. 1 ch.; W. 2 ch. 50 lks.; N. 75° W. 5 ch. to a balsam 32 in. dia., "I. B."; thence S. 75° W. 75 lks.; N. 65° W. 3 ch. 50 lks.; S. 89° W. 1 ch. 55 lks.; N. 78° W. 1 ch.; N. 62° W. 2 ch.; N. 56° W. 1 ch. 25 lks.; N. 43° W. 1 ch. 50 lks.; N. 30° W. 4 ch. 50 lks.; N. 10° W. 1 ch. 50 lks.; N. 19° W. 2 ch. 25 lks.; N. 8° W. 1 ch.; N. 19° W. 1 ch.; N. 7° W. 3 ch.; N. 5° E. 75 lks.; N. 5° W. 4 ch. 95 lks.; N. 35° W. 4 ch, 37 lks.; S. 86° W. 2 ch. to a balsam, 20 in dia., "I. B." Thence S. 52° W. 2 ch.; S. 67° W. 1 ch. 75 lks.; S. 86° W. 5 ch.; N. 67° W. 2 ch.; N. 4[illegible]° W. 2 ch. 75 lks.; N. 73° W. 2 ch. 50 lks.; N. 57 W. 1 ch. 50 lks.; N. 39° W. 1 ch. 10 lks.; N. 47° W. 4 ch.; N. 61° W. 2 ch. 50 lks.; N. 86° W. 2 ch.; N. 55° W. 4 ch. 50 lks.; N. 40° W. 2 ch. 3 lks. to a post in a mound, 18th mile station; running thence with said water-shed and county line N. 37° W. 1 ch.; N. 56° W. 2 ch. to a balsam 24 in. in dia., "I. B." Thence N. 37° W. 2 ch. 75 lks.; S. 88° W. 1 ch. 70 lks.; S. 64° W. 8 ch. 50 lks.; S. 41° W. 1 ch. 60 lks.; S. 52° W. 2 ch. 12 lks.; S. 63° W. 6 ch.; N. 53° W. 5 ch. 67 lks.; N. 72° W. 8 ch. 66 lks.; N. 32° W. 1 ch.; N. 42° W. 6 ch. 85 lks.; N. 53° W. 2 ch.; N. 33° W. 3 ch.; N. 15° W. 3 ch. 64 lks.; N. 38° W. 1 ch. 50 lks.; N. 25° W. 2 ch. 30 lks.; N. 3° W. 1 ch. 50 lks.; N. 14° W. 7 ch.; N. 2 ch.; N. 52° W. 1 ch. 50 lks.; N. 32° W. 1 ch. 50 lks.; N. 43° W. 3 ch. 25 lks.; N. 75° W. 2 ch. 96 lks. to a post in a mound, 19th mile station; running thence with said county line and water-shed of Ravens Fork and Big Creek; N. 75° W. 3 ch.; N. 48° W. 1 ch.; N. 32° W. 1 ch. 75 lks.; N. 54° W. 75 lks.; N. 39° W. 3 ch.; N. 24° W. 1 ch.; N. 14° W. 2 ch. 80 lks.; N. 36° W. 2 ch. 25 lks.; N. 20° W. 1 ch. 50 lks.; N. 23° W. 2 ch.; N. 34° W. 2 ch. 85 lks.; N. 55° W. 1 ch. 25 lks.; N. 36° W. 1 ch. 50 lks.; N. 55° W. 2 ch. 90 lks. to a balsam 14 in. in dia., "I. B." Thence N. 45° W. 2 ch. 68 lks.; N. 21° W. 75 lks.; N. 15° W. 6 ch.; N. 37° W. 1 ch. 35 lks.; N. 30° W. 2 ch. 17 lks.; S. 76° W. 4 ch.; S. 84° W. 3 ch. 50 lks.; S. 73° W. 1 ch. 15 lks.; N. 76° W. 1 ch. 50 lks.; N. 68° W. 3 ch. 50 lks.; S. 83° W. 3 ch. 25 lks. to a balsam 18 in. dia., "I. B." Thence S. 86° W. 2 ch.; N. 85° W. 2 ch.; W. 1 ch.; N. 79° W. 2 ch. 10 lks.; N. 75° W. 2 ch. 50 lks.; N. 58° W. 3 ch. 50 lks.; N. 48° W. 1 ch. 37 lks.; S. 81° W. 2 ch.; S. 72° W. 1 ch. 25 lks.; S. 87° W. 4 ch.; S. 78° W. 88 lks. to a post in mound, 20th mile station. Running thence with said water-shed and county line variation 2° 25′ E.; N. 71° W. 1 ch. 75 lks.; N. 88° W. 50 lks.; N. 72° W. 3 ch. 50 lks.; S. 78° W. 1 ch. 87 lks.; N. 70° W. 2 ch.; N. 79° W. 2 ch. 50 lks.; S. 62° W. 2 ch. 75 lks.; S. 72° W. 3 ch. 62 lks.; S. 78° W. 2 ch. 75 lks.; N. 83° W. 2 ch. 15 lks.; S. 76° W. 2 ch.; N. 62° W. 1 ch. 75 lks.; W. 3 ch.; N. 67° W. 1 ch. 25 lks.; N. 75° W. 4 ch.; N. 84° W. 1 ch. 58 lks. to a balsam 14 in. dia., "I. B." Thence N. 60° W. 2 ch. 50 lks.; N. 71° W. 2 ch. 53 lks.; S. 81° W. 1 ch. 75 lks.; S. 60° W. 2 ch. 41 lks.; S. 80° W. 3 ch. 50 lks.; S. 72° W. 2 ch. 25 lks.; S. 89° W. 2 ch.; N. 80° W. 1 ch. 90 lks. to a balsam 15 in. dia., "I. B."; thence N. 64° W. 2 ch. 50 lks.; N. 53° W. 2 ch. 50 lks.; N. 58° W. 2 ch. 25 lks.; N. 75° W. 4 ch.; S. 87° W. 2 ch. 50 lks.; N. 72° W. 1 ch. 55 lks.; N. 82° W. 1 ch. 50 lks.; S. 82° W. 2 ch. 15 lks.; N. 76° W. 1 ch.; N. 67° W. 3 ch. 50 lks.; S. 58° W. 29 lks. to a post, 21st mile station. Running thence with said water-shed and county line S. 58° W. 2 ch.; S. 71° W. 4 ch. 60 lks.; N. 81° W. 1 ch.; S. 86° W. 3 ch. 25 lks.; N. 77° W. 1 ch. 50 lks.; S. 85° W. 1 ch. 90 lks.; S. 72° W. 1 ch. 50 lks.; W. 3 ch. 60 lks.; S. 37° W. 1 ch. 45 lks.; S. 70° W. 3 ch. 40 lks.; S. 78° W. 2 ch. 70 lks.; S. 60° W. 1 ch.; S. 50° W. 1 ch. 40 lks.; S. 70° W. 3 ch. 90 lks. to a balsam 22 in. dia., "I. B."; thence S. 55° W. 1 ch. 70 lks.; N. 86° W. 1 ch. 40 lks.; N. 23° W. 65 lks.; N. 32° W. 2 ch. 75 lks.; N. 53° W. 30 lks.; N. 59° W. 3 ch. 50 lks.; N. 48° W. 2 ch. 75 lks.; N. 53° W. 2 ch.; S. 89° W. 6 ch. 50 lks.; N. 79° W. 1 ch. 25 lks. to a balsam 30

in. dia., "I. B." Thence W. 1 ch. 40 lks.; S. 75° W. 1 ch.; W. 4 ch. 25 lks., S. 82° W. 4 ch. 50 lks. to the top of Smokey or Iron Mountain, the line between the States of Tennessee and North Carolina. Thence with said line S. 41° W. 5 ch.; S. 74° W. 5 ch. 14 lks.; S. 37° W. 2 ch. 71 lks. to a post in mound, 22nd mile station. Running thence with said State line S. 55° W. 3 ch.; S. 41° W. 3 ch. 5 lks. to a balsam 32 in. dia., "I. B."; thence S. 25° W. 5 ch.; S. 14° W. 75 lks.; S. 7° W. 1 ch.; 50 lks.; S. 5° E. 1 ch. 50 lks.; S. 21° W. 2 ch 50 lks.; S. 29° W. 2 ch. 25 lks.; S. 20° W. 1 ch. 75 lks.; S. 35° W. 3 ch.; S. 43° W. 2 ch.; S. 60° W. 1 ch. 50 lks.; S. 78° W. 3 ch. 50 lks.; S. 68° W. 2 ch. 75 lks.; S. 50° W. 1 ch. 75 lks.; S. 39° W. 4 ch. 20 lks.; S. 60° W. 7 ch. 50 lks.; N. 1 ch. 51 lks.; N. 82° W. 3 ch. 35 lks.; N. 72° W. 2 ch. 50 lks.; N. 85° W. 2 ch. 25 lks.; S. 72° W. 10 ch. 5 lks. to a balsam 30 in. dia. "I. B."; S. 42° W. 3 ch. 75 lks.; S. 64° W. 2 ch. 75 lks.; S. 47° W. 4 ch. 75 lks.; S. 36° W 1 ch. 59 lks. to a post in mound, 23d mile station. Running thence with said State line S. 69° W. 2 ch. 90 lks.; S. 1° W. 5 ch. 25 lks.; S. 15° E. 1 ch. 35 lks.; S. 10 ch. 50 lks.; S. 25° W. 1 ch. 40 lks.; S. 40° W. 1 ch. 25 lks.; S. 56° W. 1 ch. 25 lks.; S. 67° W. 1 ch. 25 lks.; S. 42° W. 2 ch. 75 lks.; S. 10° E. 1 ch. 75 lks.; S. 11° W. 7 chs.; S. 44° W. 85 lks.; S. 22° W. 2 ch. 50 lks.; S. 22° W. 1 ch. 50 lks., variation, 2° 55′ E.; South 22° W. 2 ch.; S. 56° W. ch. 75 lks.; S. 27° W. 2 ch.; S. 75° W. 10 ch. 70 lks.; S. 84° W. 4 ch. 50 lks.; S. 63° W. 5 ch. 85 lks.; S. 76° W. 2 ch.; S. 85° W. 4 ch. 40 lks. to a peruvian 8 in. in dia., "I. B." Thence S. 75° W. 4 ch.; S. 18° W. 30 lks. to a post on mound, 24th mile station. Running thence with said State line water-shed of Tennessee and North Carolina, and Swaine County line, S. 23° W. 4 ch. 4 lks. to a balsam 26 in in dia., "I. B." Thence S. 29° W. 1 ch. 75 lks.; S. 9° W. 1 ch. 50 lks.; S. 21° W. 3 ch.; S. 9° W. 2 ch. 50 lks.; S. 32° W. 3 ch.; S. 52° W. 2 ch.; S. 46° W. 3 ch.; S. 76° W. 1 ch. 50 lks.; S. 88° W. 2 ch. 50 lks.; S. 62° W. 75 lks.; S. 85° W. 5 ch.; N. 85° W. 3 ch. 35 lks.; N. 68° W. 1 ch. 15 lks.; S. 86° W. 2 ch. 70 lks. to a peruvian 12 in. in dia., "I. B." Thence N. 78° W. 2 ch. 26 lks.; S. 80° W. 1 ch. 50 lks.; S. 45° W. 3 ch.; S. 60° W. 4 ch. 20 lks.; S. 45° W. 2 ch. 50 lks.; S. 35° W. 2 ch. 50 lks., S. 64° W. 2 ch. 50 lks.; N. 88° W. 3 ch.; S. 12° E. 14 ch. 50 lks.; S. 4′ W. 2 ch.; S. 4° E. 4. ch. 30 lks. to a post in a mound, 25th mile station. Running thence with said State line and county line, variation 2° 25′ E.; S. 6° E. 2 ch. 50 lks.; S. 14° W. 5 ch. 18 lks.; S. 2° E. 2 ch. 15 lks.; S. 15° W. 4 ch.; S. 11° E. 1 ch. 25 lks.; S. 18° E. 2. ch. 30 lks.; S. 44° W. 2 ch. 45 lks.; S. 57° W. 2 ch.; S. 49° W. 1 ch. 50 lks.; S. 72° W. 2 ch. 50 lks.; S. 55° W. 1 ch. 95 lks.; S. 41° W. 2 ch. 50 lks.; S. 16° E. 4 ch. 50 lks.; S. 2° E. 1 ch.; S. 10° W. 3 ch.; S. 31° E. 1 ch. 97 lks.; S. 10° W. 1 ch. 75 lks.; S. 20° E. 1 ch. 50 lks.; S. 5° E. 3 ch.; S. 34° W. 50 lks.; S. 42° W. 5 ch.; S. 14° W. 1 ch. 75 lks. to a balsam 26 in. in dia., "I. B."; thence S. 45° W. 2 ch. 50 lks.; S. 74° W. 1 ch. 50 lks.; S. 13° W. 3 ch. 75 lks.; S. 35° W. 2 ch. 50 lks.; S. 47° W. 2 ch.; S. 29° W. 1 ch.; S. 40° W. 2 ch. 25 lks.; S. 50° W. 2 ch.; S. 85° W. 5 ch. 50 lks. to a balsam 10 in. in dia., "I. B." Thence S. 5° E. 2 ch. 75 lks. to a post in a mound, 26th mile station. Running thence with said State and county line S. 9° W. 1 ch. 51 lks.; S. 42° W. 1 ch. 50 lks.; S. 74° W. 3 ch.; N. 76° W. 2 ch. 75 lks.; S. 74° W. 2 ch. 50 lks., variation 2° 25′ E.; S. 74° W. 4 ch.; S. 53° W. 1 ch. 25 lks.; S. 62° W. 1 ch.; W. 2 ch. 40 lks. to a birch 12 in. in dia., "I. B." Thence S. 87° W. 2 ch. 25 lks.; S. 60° W. 1 ch. 75 lks.; S. 27° W. 1 ch. 75 lks.; S. 41° W. 3 ch. 50 lks.; S. 70° W. 1 ch.; S. 74° W. 1 ch. 50 lks.; S. 86° W. 2 ch.; S. 73° W. 2 ch. 50 lks.; S. 82° W. 1 ch.; N. 80° W. 2 ch. 85 lks.; S. 58° W. 1 ch. 25 lks.; S. 80° W. 2 ch. 10 lks.; N. 70° W. 1 ch.; N. 65° W. 2 ch. 50 lks. to a balsam 22 in. in dia., "I. B." Thence N. 50° W. 75 lks.; N. 62° W. 7 ch. 33 lks.; S. 33° W. 2 ch.; S. 37° W. 1 ch. 50 lks.; S. 1° W. 2 ch. 25 lks.; S. 13° W. 4 ch.; S. 45° W. 1 ch. 50 lks.; S. 58° W. 1 ch. 25 lks.; thence leaving State line and running down Hugh's Ridge, S. 1° W. 1 ch. 25 lks.; S. 30° E. 3 ch.; S. 12° E. 3 ch.; S. 41° E. 1 ch. 50 lks.; S. 28° E. 1 ch.; S. 22° E. 2 ch. 82 lks. to a post in a mound, 27th mile station. Running thence down Hugh's Ridge and water-shed of Ravens Fork, and Bradley's Fork of the Ocona Lufta River; S. 19° E. 2 ch.; S. 11° W. 5 ch. 75 lks.; S. 4 ch. 50 lks.; S. 16° E. 1 ch.; S. 52° E. 1 ch. 8 lks.; S. 37° E. 1 ch. 50 lks.; S. 49° E. 1 ch. 25 lks.; S. 38° E. 3 ch. 25 lks.; S. 42° E. 3 ch. 50 lks.; S. 11° W. 1 ch. 25 lks.; S. 3 ch.; S. 7° W. 1 ch. 65 lks. to a balsam 32 in. in dia., "I. B." Thence S. 1 ch. 50 lks.; S. 9° E. 6 ch.; S. 19° W. 2 ch. 77 lks.; S. 45° W. 4 ch. 65 lks.; S. 11° E. 2 ch. 50 lks.; S. 30° E. 1 ch. 25 lks.; S. 48° E. 2 ch.; S. 35° E. 2 ch.; S. 25° E. 1 ch. 50 lks.; S. 43° E. 1 ch. 75 lks. to a balsam 26 in. in dia, "I. B." S. 39° E. 1 ch. 25 lks.; S. 25° E. 9 ch. 40 lks.; S. 9° E. 1 ch. 50 lks.; S. 15° E. 1 ch. 50 lks.; S. 8° E. 1 ch.; S. 17° E. 1 ch.; S. 4° E. 3 ch.; S. 12° E. 2 ch. 50 lks.; S. 2° E. 3 ch. 20 lks. to a post in a mound, 28th mile station. Running thence with said ridge and water-shed S. 2° E. 1 ch. 25 lks.; S. 24° E. 4 ch. 75 lks.; S. 18° W. 6 ch. 95 lks.; S. 47° W. 3 ch.; S. 58° W. 2 ch. 50 lks.; S. 6° E. 1 ch. 50 lks.; S. 25 E. 4 ch. 50 lks.; S. 21° E. 5 ch. 30 lks.; S. 22° E. 6 ch. 75 lks.; S. 2° E. 3 ch. 25 lks.; S. 17° E. 5 ch. 25 lks. to a chestnut 19 in. in dia., "I. B." Thence S. 37° E. 5 ch. 50 lks.; S. 25° E. 3 ch. 35 lks.; S. 11° W. 3 ch.; S. 3° E. 5 ch.; S. 30° W. 2 ch.; S. 41° W. 5 ch. 50 lks. to a monument of stones, on the edge of the old field. Thence S. 30 E. 3 ch. 50 lks.; S. 21° E. 5 ch. 25 lks.; S. 39° E. 1 ch. 90 lks. to a post in a mound 29th mile station. Running thence with

said ridge and water-shed S. 34° E. 7 ch. 25 lks.; S. 12° E. 1 ch. 50 lks.; S. 27° E. 9 ch; S. 13° E. 6 ch. 25 lks.; S. 30° E. 10 ch.; S. 26° E. 5 ch.; S. 45° E. 1 ch.; S. 38° E. 7 ch.; S. 58° E. 4 ch. 70 lks.; S. 48° E. 6 ch. 20 lks. to a chestnut 14 in. dia., "I. B." S. 43° E. 5 ch. 25 lks.; S. 36° E. 3 ch. 75 lks.; E. 4 ch. 25 lks.; N. 83° E. 3 ch.; S. 82° E. 5 ch. 75 lks. to a post in a mound, 30th mile station. Running thence with said ridge and water-shed, variation 2° 30′ E.; S. 83° E. 2 ch. 50 links.; S. 62° E. 2 ch. 75 lks. to a red oak 36 in. dia. "I. B." Thence S. 14° W. 4 ch. 50 links; thence S. 28° E. 3 ch. 50 lks.; S. 46° E. 5 ch.; S. 30° E. 6 ch.; S. 69° E. 6 ch. 33 lks.; N. 76° E. 3 ch. 60 lks.; S. 49° E. 3 ch. 50 lks.; S. 58° E. 2 ch. 32 lks.; S. 74° E. 10 ch.; S. 77° E. 8 ch., to four chestnuts from one root 12 in. dia., "I. B." Thence S. 87° E. 5 ch. 75 lks.; N. 77° E. 1 ch. 50 lks.; S. 59° E. 7 ch. 25 lks.; S. 48° E. 4 ch.; S. 15° E. 2 ch.; S. 60° E. 1 ch. 50 lks. to a post in a mound, 31st mile station. Running thence with said ridge and water-shed, S. 60° E. 4 ch. 50 lks.; S. 42° E. 4 ch. 25 lks.; S. 37° E. 4 ch. 25 lks.; S. 41° E. 5 ch.; S. 37° W. 5 ch.; S. 14° W. 4 ch. 78 lks.; S. 29° W. 3 ch. 85 lks.; S. 24° E. 1 ch. 25 lks.; E. 89 lks.; S. 59° E. 1 ch. 75 lks.; S. 34° E. 1 ch. 75 lks.; S. 58° E. 2 ch.; S. 44° E. 73 lks.; S. 62° E. 2 ch. 75 lks.; S. 42° E. 4 ch. 50 lks.; S. 54° E. 1 ch.; S. 27° E. 10 ch. 75 lks.; S. 34° W. 2 ch. 35 lks.; S. 29° W. 3 ch. 50 lks.; S. 57° W. 2 ch. 75 lks.; S. 18° W. 7 ch. 75 lks.; S. 7° W. 4 ch. 65 lks. to a post in a mound, 32nd mile station. Running thence with said ridge and water-shed S. 2 ch. 75 lks.; S. 33° W. 4 ch.; S. 40° W. 4 ch. 75 lks.; S. 36° W. 3 ch.; S. 56° W. 2 ch. 25 lks.; S. 19° W. 4 ch. 25 lks.; S. 36° W. 2 ch.; S. 48° W. 2 ch.; S. 15° W. 8 ch. 65 lks.; S. 20° W. 2 ch. 75 lks.; S. 51° W. 2 ch. 50 lks.; S. 27° W. 1 ch. 10 lks.; S. 27° W. 4 ch. 10 lks. to a chestnut 32 in. in dia., "I. B." Thence S. 3° E. 3 ch.; S. 39° W. 5 ch. 50 lks.; S. 18° W. 2 ch. 75 lks.; S. 40° W. 6 ch. 50 lks.; S. 76° W. 6 ch. 40 lks.; S. 31° W. 5 ch. 50 lks.; S. 71° W. 6 ch. 25 lks. to a post in a mound 33d mile station. Running thence with said ridge and water-shed S. 30° E. 6 ch.; S. 36° E. 2 ch. 25 lks.; S. 23° E. 3 ch. 50 lks. to a white oak 10 in. dia., "I. B." Thence S. 45° E. 6 ch. 75 links.; thence S. 1° E. 6 ch. 25 lks.; S. 20° E. 3 ch. 30 lks.; S. 7° E. 3 ch. 30 lks.; S. 23° E. 8 ch. 95 lks; S. 28° E. 2 ch. 75 lks.; S. 6° E. 6 ch. 75 lks.; S. 18° E. 8 ch. 25 lks.; S. 36° E. 1 ch. 75 lks.; S. 52° E. 2 ch.; S. 75° E. 7 ch. 95 lks.; S 54° E. 5 ch. 75 lks.; S. 63° E. 2 ch. 50 lks. to a chestnut oak 31 in. dia., "I. B." Thence S. 58° E. 6 ch. 30 lks. to a post in a mound 34th mile station. Running thence with said ridge and water-shed S. 78° E. 5 ch. 75 lks.; S. 65° E. 4 ch. 75 lks.; S. 29° E. 1 ch. 25 lks.; S. 29° E. 1 ch. 25 lks.; S. 36° E. 4 ch.; S. 16° W. 3 ch.; S. 31° W. 3 ch. 75 lks.; S. 13° W. 2 ch., S. 2° ch.; S. 14° W. 4 ch. 75 lks.; S. 8° E. 6 ch. to a chestnut 23 in. dia., "I. B." Thence S. 8° E. 1 ch.; S. 8° W 1 ch. 75 lks.; S. 8° W. 1 ch. 50 lks.; S. 7° E. 3 ch. 25 lks.; S. 13° W. 5 ch., S. 2° W. 2 ch. 75 lks.; S. 16° E. 4 ch.; S. 20° W. 3 ch. 75 lks.; S. 16° W. 2 ch. 50 lks.; S. 23° W. 5 ch. 25 lks.; S. 17° E. 2 ch. 25 lks.; S. 8° W. 3 ch.; S. 1° W. 3 ch.; S. 4° E. 2 ch. 75 lks.; S. 3° W. 1 ch. to a post in a mound, 35th mile station. Running thence with said ridge and water-shed S. 3° W. 1 ch. 25 lks.; S. 20° E. 2 ch. 75 lks.; S. 22° W. 5 ch.; S. 6° E 3 ch. 50 lks.; S. 59° E. 4 ch.; S. 38° E. 2 ch. 50 lks.; S. 34° E. 2. ch. 50 lks.; S. 57° E. 2 ch. 60 lks.; S. 19° W. 4 ch.; S. 10° E. 5 ch. 50 lks.; S. 27° E. 2 ch. 50 lks.; S. 54° E. 3 ch. 90 lks.; S. 81° E. 3 ch. 25 lks., to a Spanish oak 21 in. dia., "I. B." Thence S. 15° W. 5 ch.; S. 57° W. 4 ch. 50 lks.; S. 49° W. 3 ch.; S. 25° W. 1 ch. 75 lks.; S. 3° E. 2 ch. 25 lks.; S. 43° E. 4 ch.; S. 24° E 7 ch.; 90 lks.; S. 34° E. 2 ch. 75 lks.; S. 24° E. 3 ch. 75 lks.; S. 7° W. 1 ch. 85 lks., to a post in a mound, 36th mile station. Running thence with said ridge and water-shed S. 7° W. 1 ch. 75 lks.; S. 14° W. 4 ch. to a Spanish oak 14 in. dia., "I. B." Thence S. 25° W. 3 ch. 75 lks.; S. 15° W. 4 ch. 50 lks.; S. 11° E. 2 ch. 50 lks.; S. 15° W. 2 ch.; S. 4° W. 5 ch. 75 lks; S. 3° E. 4 ch. 25 lks.; S. 41° W. 3 ch. 50 lks.; S. 52° W. 3 ch.; S. 35° W. 4 ch. 35 lks. to a white oak 22 in. dia., "I. B." Thence S. 11° W. 6 ch. 15 lks.; S. 31° W. 3 ch.; S. 61° W. 4 ch.; S. 23° W. 4 ch. 50 lks.; S. 59° W. 2 ch 75 lks.; S. 15° W. 4 ch. 50 lks.; S. 31° W. 1 ch. 50 lks.; S. 54° W. 3 ch. S.; 48° W. 5 ch. 50 lks.; S. 37° W. 1 ch. 75 lks.; S. 60° W. 2 ch. 50 lks,; S. 48° W. 1 ch. 50 lks., to a post in a mound, 37th mile station. Running thence with said ridge and water-shed S. 45° W. 1 ch. 50 lks.; S. 29° W. 3 ch.; S. 37° W. 2 ch.; S. 10° W. 1 ch.; S. 35° W. 5 ch. 75 lks.; S. 17° W. 3 ch.; S. 57° W. 1 ch. 50 lks.; S. 73° W. 2 ch. 25 lks.; S. 53° W. 3 ch.; S. 72° W. 4 ch.; S. 48° W. 2 ch. 75 lks.; S. 72° W. 3 ch. 10 lks., to a chestnut 20 in. dia., "I. B." Thence 85° W. 2 ch.; S. 52° W. 6 ch. 65 lks.; S. 39° W. 2 ch. 50 lks.; S. 9° W. 2 ch.; S. 26° W. 5 ch. 50 lks.; S. 30° W. 3 ch. 50 lks.; S 50° W. 3 ch. 25 lks.; S. 16° W. 1 ch. 35 lks., to a post in the Widow Hugh's line, marked "I. B.," 10 poles from her northwest corner. Thence east with said line 18 ch. 90 lks. to a hickory 10 in. dia., "I. B." Widow Hugh's corner. Thence S. 10° W. 50 lks. to a post in a mound, 38th mile station. Running thence with Widow Hugh's line S. 10° W. 25 ch. 95 lks. to a post in Polly Hugh's line, "I. B." Thence east with said line 38 ch. 5 lks. to a post Widow Hugh's corner S. 15 ch. 95 lks. to a post in a mound, 39th mile station. Running thence with widow Hugh's line S. 40 chs. 50 lks. to a post, "I. B.," Widow Hugh's corner. Thence with her line W. 21 ch. 50 lks., S. 11 ch. 25 lks., crossing the Ocona Lufta River at 1 ch. 25 lks.; W. 6 ch. 75 lks. to a post in a mound, 40th mile station. Running thence with Mary Hugh's line W. 4 ch. to a white oak her corner "I. B." and "M. H." Thence S. 15 ch.

15 lks. to a post in Wesley Enloes line. Thence with said line E. 25 ch. 10 lks. to a post marked "I. B." and "W. E." Thence S. 1° W. 34 ch. 25 lks. to a post "I. B." Wesley Enloes corner. Thence N.70° W. 1 ch. 50 lks. to a post in a mound, 41st mile station. Running thence down a dividing ridge with Enloes line, in a line of Catolstah's private claim, N. 70° W. 1 ch.; S. 73° W. 1 ch. 50 lks.; N. 51° W. 3 ch.; S. 58° W. 4 ch. 25 lks.; N. 68° W. 2 ch. 50 lks.; N. 55° W. 2 ch. 25 lks.; N. 86° W. 4 ch.; N. 76° W. 3 ch. 25 lks.; S. 49° W. 1 ch. 75 lks.; S. 85° W. 1 ch.; N. 60° W. 2 ch. 90 lks.; N. 55° W. 4 ch. 35 lks.; S. 85° W. 2 ch.; N. 83° W. 1 ch. 50 lks.; S. 79° W. 1 ch. 50 lks.; S. 85° W. 3 ch.; N. 73° W. 2 ch. 75 lks.; N. 68° W. 2 ch. 75 lks. to a post in a branch "I. B." and "W. E." Thence down said branch as it meanders S. 37° W. 2 ch.; S. 34° W. 1 ch.; S. 1° W. 1 ch. 50 lks.; S. 12° W. 50 lks.; S. 30° W. 2 ch.; S. 38° W. 1 ch. 60 lks.; S. 15° W. 9 ch. 25 lks.; S. 52° W. 1 ch. 25 lks. to the center of Ocona Lufta River opposite the mouth of said branch. Thence down said river with its meanders S. 58° E. 5 ch.; S. 31° E. 3 ch. 50 lks.; S. 22° E. 7 ch. 15 lks. to 42d mile station. Running thence with the meanders of said river and Cotolstah's line, S. 22° E. 8 ch. 25 lks.; S. 79° W. 7 ch. 25 lks.; S. 25° W. 8 ch. 25 lks. to the corner of Flying Squirrel's claim. Thence S. 30° W. 10 ch.; S. 50° W. 2 ch. 50 lks.; S. 71° W. 3 ch. 75 lks.; S. 71° W. 1 ch. 25 lks.; N. 61° W. 15 ch.; N. 83° W. 16 ch. 50 lks.; S. 73° W. 7 ch. 25 lks. to the 43d mile station. Running thence with the meanders of said river and Flying Squirrel's line S. 73° W. 2 ch. 75 lks.; S. 63° W. 6 ch. 50 lks.; S. 73° W. 3 ch. 75 lks.; S. 20° W. 50 lks. Thence from the center of said river with Henry Monteith's line, variation 2° 30′ E., W. 1 ch. 50 lks. to a large poplar, Monteith's corner. Thence with his line N. 8° W. 30 ch.; W. 1 ch. 65 lks.; W. 3 ch. 30 lks. to a post, "I. B." Thence S. 1° W. 30 ch. 5 lks. to a post in a mound, 44th mile station, in a line of the 524 acre survey known as the Holland old fields. Thence S. 1° W. 30 ch. 35 lks. to a post in the line of the Mingus survey and W. H. Thomas's purchase. Thence with said survey N. 46° W. 2 ch. 85 lks., N. 31° W. 15 ch. 50 lks. to a red oak, original corner of said survey "I. B." Thence N. 65½° W. 35 ch. 30 lks. to a post in a mound, 45th mile station. Running thence with the said Mingus line N. 65½° W. 12 ch. 15 lks.; N. 85° W. 13 ch. 75 lks. to a post; thence S. 10 ch. 50 lks. to a large rock marked X, S. 70° E. 43 poles 60 lks. to a post in a mound on the closing line of said survey, 46th mile station. Running thence S. 70° E. 26 ch. 75 lks.; S. 1° W. 13 ch. 75 lks., to a stake in the line of the Holland survey, corner of the Bryson survey. Thence with the Bryson survey W. 39 ch. 50 lks., to a post in a mound, 47th mile station. Thence with the line of said survey and of a 640 acre entry made by W. H. Thomas, W. 1 ch., to a post in the line of said 640 acre survey. Thence N. 40° W. 79 ch., to a post in a mound, 48th mile station. Running thence with the line of said 640 acre survey and water-shed of Mingus and Adams Creeks. Variation 2° 30′ E.; N. 40° W. 22 ch. 50 lks., to a white oak 24 in. in dia., "I. B.," the northeast corner of said survey. Thence leaving said survey with the water-shed of said creeks, N. 31° W. 6 ch. 75 lks.; N. 46° W. 3 ch.; N. 36° W. 3 ch.; S. 86° W. 2 ch. 75 lks.; N. 83° W. 3 ch. 50 lks.; N. 63° W. 5 ch.; N. 89° W. 2 ch. 25 lks.; N. 44° W. 2 ch. 5 lks.; S. 66° W. 4 ch. 50 lks.; N. 69° W. 6 ch. 30 lks., to a white oak 18 in. dia., "I. B." Thence S. 87° W. 3 ch.; S. 79° W. 3 ch. 50 lks.; N. 27° W. 3 ch. 50 lks.; N. 71° W. 3 ch. 50 lks.; N. 57° W. 3 ch. 75 lks.; S. 75° W. 1 ch. 15 lks., to a post in a mound, 49th mile station. Running thence with the water-shed of Adams and Newton's Mill Creeks, S. 74° W. 3 ch.; S. 24° W. 3 ch.; S. 43° W. 8 ch. 50 lks.; S. 25° W. 5 ch. 50 lks.; S. 58° W. 4 ch. 50 lks.; S. 12° W. 1 ch. 75 lks.; S. 49° W. 1 ch. 50 lks.; S. 37° W. 7 ch. 50 lks.; S. 19° W. 4 ch. 75 lks.; S. 16° W. 3 ch. 50 lks., to a white oak 22 in. dia., "I. B." Thence S. 40° W. 4 ch. 25 lks.; S. 24° W. 7 ch. 25 lks.; S. 31° W. 4 ch. 50 lks.; S. 55° W. 1 ch. 25 lks.; S. 30° W. 4 ch.; S. 18° W. 4 ch. 50 lks.; S. 2° E. 3 ch. 50 lks.; S. 15° W. 2 ch. 50 lks.; S. 38° W. 3 ch. 75 lks.; S. 44° W. 1 ch., to a post in a mound, 50th mile station. Running thence with said water-shed S. 44° W. 4 ch.; S. 84° W. 3 ch.; S. 57° W. 2 ch.; S. 77° W. 3 ch. 50 lks.; N. 83° W. 2 ch. 50 lks.; S. 77° W. 3 ch. 25 lks.; N. 89° W. 5 ch.; N. 67° W. 3 ch.; thence with ridge leading to Newton's Mill Creek N. 54° W. 1 ch. 50 lks.; N. 34° W. 2 ch. 50 lks.; N. 40° W. 2 ch.; N. 68° W. 2 ch. 75 lks.; N. 83° W. 3 ch. 50 lks.; N. 50° W. 1 ch. 50 lks.; N. 53° W. 2 ch. 75 lks.; N. 73° W. 1 ch. 90 lks.; N. 16° W. 4 ch. 50 lks.; N. 45° W. 10 ch. 25 lks., to the center of Newton's Mill Creek. Thence down and with said creek S. 54° W. 6 ch. 50 lks.; S. 20° W. 9 ch. 25 lks.; S. 4 ch. 85 lks., to a post in a mound, 51st mile station, on east bank, the corner being properly in said creek. Running thence down said creek so as to include all the Indians living on the east side thereof, S. 39° W. 1 ch. 75 lks.; S. 24° E. 1 ch. 75 lks.; S. 14° W. 1 ch. 50 lks.; S. 21° E. 1 ch. 50 lks.; S. 35° W. 1 ch.; S. 12° E. 3 ch.; S. 35° W. 2 ch.; S. 5° E. 50 lks.; S. 34° E. 75 lks.; S. 10° E. 1 ch. 25 lks.; S. 26° E. 1 ch.; S. 15° W. 1 ch. 50 lks.; S. 5° E. 4 ch.; S. 40° W. 6 ch. 25 lks., center of said creek, chestnut on SE. bank 22 in. in dia., "I. B.," to marked corner. Thence leaving said creek up a ridge S. 54° E. 6 ch. 25 lks.; S. 74° E. 9 ch.; S. 89° E. 2 ch. 65 lks.; S. 75° E. 3 ch. 60 lks., to a Spanish oak 20 in. dia., "I. B.," on water-shed of Adams and Newton's Mill Creeks. Thence S. 15° W. on said water-shed 6 ch. 25 lks.; S. 47° W. 1 ch. 75 lks.; S. 8° W. 10 ch.; S. 9° E. 5 ch.; S. 18° E. 4 ch. 25 lks.;

S. 43° W. 1 ch. 75 lks.; S. 3° E. 1 ch. 75 lks., to a post in mound, 52nd mile station Running thence with said water-shed S. 6° W. 1 ch.; S. 25° W. 1 ch. 50 lks.; S. 5° W. 1 ch. 25 lks.; S. 8° E. 4 ch. 40 lks., to a pine 18 in. dia., "I. B." Thence S. 42° E. 3 ch. 25 lks.; S. 52° W. 3 ch.; S. 70° W. 1 ch. 25 lks.; S. 44° W. 4 ch.; N. 80° W. 2 ch. 50 lks.; S. 86° W. 5 ch.; S. 31° W. 4 ch. 25 lks.; S. 58° W. 2 ch. 45 lks., to a pine 26 in. in dia., "I. B." Thence S. 25° W. 4 ch.; S. 36° W. 2 ch. 15 lks.; S. 30° W. 1 ch. 25 lks.; S. 50° W. 7 ch. 25 lks.; S. 38° W. 5 ch.; S. 22° W. 2 ch. 50 lks.; S. 2 ch. 50 lks.; S. 8° W. 2 ch. 50 lks.; S. 26° W. 4 ch. 50 lks.; S. 36° W. 2 ch. 25 lks.; S. 26° W. 2 ch. 8 lks., to a pine 22 in. dia., "I. B." Thence S. 44° W. 3 ch.; S. 60° W. 4 ch.; S. 76° W. 3 ch. 17 lks., to a post in a mound, 53rd mile station. Running thence with said water-shed S. 76° W. 1 ch. 75 lks.; S. 36° W. 11 ch.; S. 34° E. 3 ch. 50 lks.; S. 42° E. 3 ch.; S. 10° E. 2 ch. 50 lks.; S. 73° W. 2 ch.; S. 45° W. 4 ch. 75 lks.; N. 78° W. 1 ch. 75 lks.; S. 73° W. 1 ch. 75 lks.; S. 87° W. 4 ch. 50 lks.; S. 37° W. 2 ch. 25 lks.; S. 2 ch.; S. 61° W. 8 ch. 50 lks.; S. 11° E. 2 ch. 25 lks.; S. 54° E. 1 ch. 50 lks.; S. 23° E. 1 ch. 75 lks.; S. 47° E. 5 ch.; S. 21° E. 2 ch. 75 lks.; S. 6° E. 3 ch. 50 lks.; S. 75° E. 2 ch. 50 lks.; S. 3° W. 3 ch. 50 lks.; S. 13° E. 4 ch. 25 lks.; S. 5° W. 1 ch. 50 lks.; S. 33° E. 2 ch. 25 lks., to a post in a mound, 54th mile station. Running thence with said water-shed S. 84° E. 2 ch. 20 lks., to a white oak 22 in. dia., "I. B." Thence S. 60° W. 4 ch.; S. 16° W. 5 ch. 25 lks.; S. 81° W. 1 ch. 50 lks.; S. 53° W. 2 ch.; W. 2 ch.; S. 2° W. 6 ch.; S. 42° W. 4 ch. 50 lks.; S. 81° W. 3 ch. 25 lks.; S. 34° W. 5 ch.; S. 21° W. 1 ch. 25 lks.; S. 80° W. 1 ch. 25 lks.; S. 15° W. 7 ch. 30 lks.; S. 20° W. 2 ch. 75 lks.; S. 39° W. 2 ch.; S. 5 ch. 50 lks.; S. 26° W. 6 ch. 15 lks.; E. 11 ch. 30 lks., to a black oak, 12 in. dia., "I. B." Thence E. 6 ch. 80 lks., to a post in a mound, 55th mile station. Running thence with Sim Sherrell's line E. 11 ch. 90 lks.; S. 11° E. 7 ch. 50 lks., to a black oak, 26 in dia., "I. B." Thence with his line S. 69° E. (formerly S. 72° E.) 7 ch. 25 lks.; N. 16° E. (formerly 15° E.) 9 ch. 90 lks.; E. 24 ch. 95 lks., to a post "I. B.," Sherrell's corner. Thence N. 65° E. 9 ch. 50 lks.; N. 5° E. 9 ch., to a post in a mound, 56th mile station. Running thence with said line N. 5° E. 35 ch. to Sherrell's corner. Thence with his line N. 50° E. 15 ch. 75 lks., to his corner. Thence S. 52° E. 14 ch. 90 lks.; thence S. 2° E. 14 ch. 35 lks., to a post in a mound, 57th mile station. Running thence with Sherrell's line and meanders of Ocona Lufta River, S. 2° E. 25 ch. 50 lks., to two maples, his corner, on N. bank of said river; thence S. 1 ch. to the center of said river. Thence down and with the meanders of said river on the left bank, S. 75° W. 2 ch.; S. 50° W. 2 ch.; S. 15° W. 2 ch. 50 lks.; S. 5° W. 12 ch.; S. 65° E. 23 ch. 50 lks.; S. 25° E. 5 ch.; S. 35° W. 6 ch. 50 lks., to a large rock 15 lks. high, 25 lks. in length, 58th mile station. Running thence with meanders of said river, S. 55° W. 3 ch. 50 lks.; S. 40° W. 5 ch.; S. 15° W. 3 ch. 50 lks.; S. 6° E. 4 ch.; S. 20° E. 11 ch.; S. 5 ch.; S. 20° W. 5 ch.; S. 50° E. from center, 1 ch., to a stake, and red oak, Jesse M. Bird's corner, on E. bank of river. Thence with his line, N. 68° 7 ch. 60 lks., to his corner. Thence N. 48° E. 3 ch. 90 lks., to a red oak, 12 in. dia., "I. B." Thence on ridge so as to include one tier of State surveys, S. 86° E. 4 ch. 50 lks.; N. 52° E. 3 ch. 45 lks.; N. 68° E. 6 ch. 60 lks.; S. 88° E. 2 ch.; S. 83° E. 2 ch. 75 lks.; S. 57° E. 9 ch. 50 lks.; S. 60° E. 1 ch. 70 lks., to a post in a mound, 59th mile station. Running thence to include one tier of said survey, S. 60° E. 1 ch.; N. 34° E. 3 ch.; N. 12° E. 5 ch. 50 lks.; N. 52° E. 4 ch. 80 lks.; N. 22° W. 6 ch.; N. 17° E. 3 ch.; N. 61° E. 4 ch.; N. 84° E. 3 ch.; N. 64° E. 2 ch. 75 lks.; S. 88° E. 4 ch. 75 lks.; S. 72° E. 1 ch. 50 lks.; N. 33° E. 7 ch. 20 lks., to a red oak 14 in. dia., "I. B." Thence N. 24° E. 31 ch. 10 lks., to a post in a mound, 60th mile station. Running thence so as to leave out J. A. Gibbs, N. 24° E. 17 ch.; N. 58° 6 ch. 20 lks.; N. 64° E. 4 ch.; N. 20° W. 3 ch. 50 lks.; N. 14° E. 4 ch. 25 lks.; N. 26° E. 4 ch.; N. 50° E. 1 ch. 5 lks.; N. 3° W. 3 ch. 25 lks.; N. 8° E. 3 ch. 15 lks. to a pine 14 in. dia. "I. B." Thence N. 24° W. 3 ch. 25 lks.; N. 13° E. 2 ch. 50 lks.; N. 33° E. 3 ch. 75 lks.; N. 77° E. 3 ch. 50 lks.; N. 85° E. 3 ch. 20 lks; S. 75° E. 2 ch. 50 lks.; N. 72° E. 2 ch. 10 lks.; N. 21° E. 2 ch. 25 lks.; N. 11° E. 3 ch. 75 lks.; N. 61° E. 2 ch. 75 lks.; N. 76° E. 2 ch.; E. 1 ch. 55 lks.; N. 44° E. 50 lks., to a post in a mound, 61st mile station. Running thence N. 44° E. 1 ch. 75 lks.; N. 8° W. 5 ch. 50 lks.; N. 27° E. 2 ch. 50 lks.; N. 56° E. 3 ch. 25 lks.; S. 61° E. 4 ch. 50 lks.; S. 78° E. 6 ch.; N. 53° E. 5 ch. 75 lks.; N. 88° E. 2 ch. 25 lks.; N. 42° E. 4 ch.; N. 80° E. 4 ch.; N. 2 ch.; N. 20° E. 5 ch.; N. 10° W. 9 ch. 35 lks., to a locust on the SW. bank of Ocona Lufta River. Thence N. 40° E. 1 ch., to the center of said river. Thence up and with the meanders of said river S. 55° E. 3 ch.; S. 33° E. 10 ch.; S. 42° W., running so as to include Ah-ma-cha-ma in boundary 1 ch. 25° lks.; S. 42 W. 2 ch. 50 lks.; S. 42° W. 6 ch. 40 lks., to a post in a mound, 62nd mile station. Running thence S. 42 W. 19 ch. 25 lks.; S. 16° E. 5 ch. 50 lks.; S. 13° E. 2 ch. 85 lks.; S. 25° E. 3 ch.; S. 44° E. 5 ch. 25 lks.; S. 21° W. 3 ch.; S. 3° W. 1 ch. 5 lks.; S. 4° W. 4 ch.; S. 57° E.; 4 ch. 50 lks.; S. 74° E. 4 ch. 75 lks.; S. 39° E. 3 ch. 75 lks.; S. 50° E. 5 ch.; S. 78° E. 4 ch.; S. 57° E. 6 ch.; S. 81° E. 2 ch. 50 lks.; N. 88° E. 4 ch.; N. 49° E. 1 ch. 50 lks., to a post in a mound, 63rd mile station. Running thence N. 43° E. 10 ch. 25 lks.; N. 50° E. 5 ch.; N. 12° E. 4 ch.; N. 2° E. 2 ch. 75 lks.; N. 14° E. 6 ch. 85 lks., to a red oak 22 in. dia., "I. B." Thence N. 35° W. 7 ch.; N. 26° W. 3 ch. 50 lks.; N. 5° W. 1 ch. 90 lks.; N. 17° W. 2 ch. 25 lks.; N. 8° W. 1 ch. 25 lks.; N. 6° E. 2 ch. 50 lks.; N. 38° E. 1 ch.

75 lks.; N. 69° E. 1 ch., to a gum 16 in. dia., "I. B." Thence N. 51° E. 1 ch. 25 lks.; N. 41° W. 1 ch. 50 lks.; N. 34° W. 14 ch. 50 lks., to center of Ocona Lufta River. Thence S. 85° E. up said river with its meanders 11 ch. to the mouth of Soco Creek. Thence from the center of said river up said creek S. 33° E. 1 ch. 75 lks., to a post in a mound on the S. bank of said creek, 64th mile station; the station proper being in the center of the creek. Running thence up Soco Creek with Thomas's 2,500 acre grant S. 40° E. 5 ch. 50 lks.; S. 65° E. 3 ch.; S. 40° E. 3 ch. 50 lks., to center of Soco Creek, poplar on N. bank, "I. B." Thence from center of creek with Jackson County line N. 76° E. 2 ch., to bunch of walnuts. Thence S. 82° E. with county line, 11 ch. 50 lks.; S. 69° E. 5 ch.; S. 20° E. 1 ch. 25 lks; S. 47° E. 4 ch.; S. 29° E. 75 lks., to a red oak stump, corner of 2,500 acre grant. Thence with line of said grant N. 63° E. 7 ch. 50 lks.; N. 60° E. 13 ch. 50 lks.; S. 75° E. 10 ch.; N. 75° E. 6 ch.; N. 48° W. 6 ch. 50 lks. (leaving out Thomas mill tract, to a post in a mound, 65th mile station). Running thence variation 2° 30′ E.; N. 48° W. 13 ch., to a red oak 18 in. dia., "I. B." Thence with meanders of ridge N. 9° E. 3 ch.; N. 19° E. 3 ch. 50 lks.; N. 25° E. 3 ch.; N. 47° E. 2 ch.; N. 64° E. 2 ch. 50 lks.; N. 53° E., to a stake and sycamore on N. bank of Soco Creek, leaving out Thomas's mill tract. Thence up said creek on N. side with meanders N. 9° E. 2 ch. 25 lks.; N. 47° E. 1 ch. 50 lks.; N. 67° E. 2 ch. 25 lks.; E. 1 ch. 50 lks.; S. 83° E. 2 ch. 35 lks.; S. 70° E. 2 ch. 75 lks., to a stake on bank of said creek at Birdtown and Qualla Road Ford. Thence leaving out Thomas's mill tract and 500 acre tract S. 3° E. 12 ch. 75 lks.; S. 19° E. 3 ch. 25 lks.; S. 45° E. 4 ch. 25 lks.; S. 61° E. 4 ch., to a white oak stump, corner of Thomas's 500 acre tract. Thence N. 76° E. 7 ch. 25 lks., to a post in a mound, 66th mile station. Running thence with line of said tract N. 76° E. 8 ch. 60 lks., to a sourwood at a path, corner of said tract. Thence S. 39° E. 4 ch. 50 lks.; S. 36° W. 5 ch. 50 lks.; S. 16° W. 4 ch. 50 lks.; S. 39° E. 14 ch., to a stake, formerly a Spanish oak, corner of said tract. Thence S. 51° E. 8 ch.; S. 89° E. 8 ch.; N. 86° E. 15 ch.; N. 57° E. 10 ch. 90 lks., to a post in a mound, 67th mile station. Running thence with the line of said tract leaving the same outside N. 57° E. 4 ch.; S. 64° E. 10 ch.; S. 78° E. 5 ch. 10 lks.; S. 19° E. 4 ch.; S. 84° E. 29 ch. 90 lks.; N. 71° E. 10 ch. 10 lks.; N. 45° E. 13 ch. 50 lks.; S. 77° E. 3 ch. 40 lks., to a post in a mound, 68th mile station. Running thence with the line of said tract S. 77° E. 6 ch.; N. 76° E. 9 ch.; S. 49° E. 3 ch. 50 lks., to sourwood. N. 67° E. 21 ch. 50 lks.; N. 76° E. 23 ch. 50 lks., to a rock where a hickory once stood. Thence S. 74° E. 16 ch. 50 lks., to a post in a mound, 69th mile station. Running thence with a line of said tract S. 74° E. 26 ch. 10 lks., to a red oak. S. 44° E. 47 ch. 65 lks., to chestnut oak on the side of a mountain. Thence S. 87° W. 6 ch. 25 lks., to a post in a mound, 70th mile station. Running thence with line of said 500-acre tract, leaving the same outside S. 87° W. 80 ch., to a post in a mound, 71st mile station. Running thence with line of said tract, variation 2° 30′ E., S. 87° W. 11 ch. 25 lks., to a small white oak; N. 77° W. 28 ch. 75 lks.; thence including the Thompson Carter tract N. 12° W. 10 ch. 25 lks., to a white oak 16 in. dia., "I. B." Thence W. 29 ch. 75 lks., to a post in a mound, 72nd mile station. Running thence to include the Carter tract, and with J. B. Sherrell's lines, S. 60° W. 6 ch. 85 lks., to a forked red oak 24 in. dia., "I. B." Thence S. 35° W. 11 ch. 55 lks., to a sourwood in the Meiggs, Freman, and Sherrell's line. Thence with said line S. 50½° E (formerly 52½° E.) 24 chs. 50 lks., to a blazed white oak, Sherrell's corner. Thence with Sherrill's line S. 2½° W. (formerly S.) 34 ch. 35 lks., to a gum 20 in. dia., "I. B.," Sherrell's corner. Thence S. 62° E. 2 ch. 75 lks., to a post in a mound, 73rd mile station. Running thence with Standing Waters first claim, including it; S. 62° E. 75 lks.; S. 87° E. (formerly E.) 25 ch., to a hickory, corner of Standing Waters private claim. Thence N. 11° E. 14 ch. 75 lks., to a locust in the Meiggs and Freeman line. Thence S. 51° E. 18ch., to the top of mountain. Thence with water-shed of said mountain, N. 68° E. 2 ch.; N. 85° E. 2 ch.; N. 78° E. 2 ch.; E. 2 ch.; N. 66° E. 2 ch. 50 lks.; N. 26° E. 1 ch. 50 lks.; N. 33° E. 3 ch.; S. 69° E. 2 ch. 50 lks.; E. 75 lks.; N. 62° E. 2 ch. 25 lks.; N. 77° E. 1 ch., to a post in a mound, 74th mile station. Running thence with ridge approaching water-shed of Shoal and Soco Creeks, N. 64° E. 2 ch. 25 lks.; S. 63° E. 2 ch. 50 lks.; S. 46° E. 2 ch. 50 lks.; S. 53° E. 11 ch. 20 lks.; N. 55° E. 3 ch. 50 lks.; N. 37° E. 1 ch. 75 lks.; N. 74° E. 1 ch.; N. 62° E. 1 ch. 50 lks.; N. 63° E. 3 ch. 25 lks.; S. 86° E. 1 ch. 25 lks.; N. 66° E. 5 ch.; S. 80° E. 1 ch. 50 lks.; N. 80° E. 4 ch. 5 lks.; N. 61° E. 3 ch. 25 lks.; N. 83° E. 4 ch. 25 lks.; N. 41° E. 2 ch.; S. 75° E. 2 ch. 50 lks.; N. 66° E. 4 ch.; S. 17° E. 2 ch. 75 lks.; S. 76° E. 3 ch. 75 lks.; N. 80° E. 1 ch. 25 lks.; S. 71° E. 3 ch. 25 lks.; N. 69° E. 6 ch. 25 lks.; S. 40° E. 2 ch.; S. 50° E. 3 ch. 50 lks., to a post in a mound, 75th mile station. Running thence with said ridge and water-shed of Shoal and Soco Creeks, S. 47° E. 6 ch. 35 lks.; S. 69° E. 3 ch. 25 lks.; S. 87° E. 1 ch. 50 lks.; S. 50° E. 3 ch.; S. 36° E. 1 ch. 20 lks.; S. 42° E. 3 ch. 50 lks.; S. 18° E. 1 ch.; S. 1° E. 4 ch.; S. 62° E. 2 ch. 50 lks.; S. 52° E. 2 ch. 50 lks.; S. 88° E. 4 ch. 95 lks., to a white oak 10 in. dia., "I. B." Thence S. 62° E. 1 ch. 25 lks.; N. 88° E. 3 ch.; S. 46° E. 2 ch.; S. 63° E. 7 ch.; S. 51° E. 3 ch.; S. 74° E. 2 ch.; S. 40° E. 1 ch.; S. 77° E. 3 ch. 50 lks.; S. 41° E. 2 ch.; S. 70° E. 5 ch. 50 lks.; S. 60° E. 4 ch. 5 lks., to a red oak 10 in. dia., "I. B." Thence S. 76° E. 4 ch. 75 lks.; N. 50° E. 2 ch.; N. 71° E. 4 ch.; S. 61° E. 1 ch. 20 lks., to a post in a mound, 76th mile station. Running thence with water-shed of Soco and Ward's

Creeks, approaching the SE. corner of the Cathcart survey, S. 51° E. 2 ch. 75 lks.; S. 39° E. 7 ch., to the water-shed of Soco Dick's Creeks. Thence with said water-shed N. 60° E. 4 ch. 40 lks.; N. 51° E. 3 ch. 50 lks.; N. 42° E. 2 ch. 50 lks.; N. 26° E. 3 ch.; N. 42° E. 2 ch.; N. 71° E. 5 ch. 25 lks.; S. 70° E. 5 ch.; N. 83° E. 10 ch. 60 lks.; S. 87° E. 4 ch. 35 lks., to a double red oak 12 in. dia., "I. B." Thence N. 68° E. 3 ch. 75 lks.; S. 50° E. 1 ch. 60 lks.; S. 62° E. 3 ch. 50 lks.; S. 40° E. 5 ch. 75 lks.; N. 30° E. 3 ch. 50 lks.; N. 18° E. 3 ch. 50 lks.; N. 62° E. 6 ch.; N. 23° E. 2 ch. 5 lks., to a post in a mound, 77th mile station. Thence leaving the said water-shed and running N. 77° W. 7 ch. 40 lks., to a monument of stones and two wild-cherry trees, marked "I. B." Thence N. 45° E. 5 ch., to a pile of stones and a small locust tree the SW. corner of the Cathcart survey. Thence with the closing line of said survey, N. 45° E. 452 ch. 25 lks., to a post and oak stump, the place of beginning.

For a more full and perfect description of which tract of land reference is here made to the field notes of the survey of the same, on file in the General Land Office, or a copy of the same on file in the Office of Indian Affairs, Washington, D. C., marked L 236 (1876), together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining, and the reversing and remainders, rents, issues, and profits thereof. To have and to hold the said above-described premises with the appurtenances thereunto belonging unto the said Eastern Band of North Carolina Cherokee Indians, their heirs and successors, forever. But without the power of alienation, except by and with the assent of their council, and the approval of the President of the United States.

This deed is executed and delivered in pursuance of the award and decree of the court in above-mentioned case of "Eastern Band of Cherokee Indians *vs.* William H. Thomas *et al.*," and is intended to convey to said "Eastern Band of Cherokees" the interests acquired by said William Johnston in and to the above-described lands, under deed of conveyance made to him by the sheriff of Jackson, in June, 1869, by virtue of sales of said lands made in pursuance of executions in the hands of said sheriff, issued on judgments in favor of said Johnston against William H. Thomas, and no further.

In witness whereof, the said parties of the first part have hereunto set their hands and seals this 9th day of October, 1876.

WM. JOHNSTON. [SEAL.]
L. M. JOHNSTON. [SEAL.]

In probate court.

BUNCOMBE COUNTY:

Be it known that on this the 9th day of October, 1876, before the undersigned, judge of probate in and for said county of Buncombe, personally came William Johnston and wife, Lucinda M., the parties described in the foregoing deed of conveyance to the Eastern Band of Cherokee Indians, and each duly acknowledged the execution thereof for the purposes therein mentioned; and thereupon the said Lucinda M. Johnston being by me privately examined, separately and apart from the said husband, touching her free consent in the execution of said deed, doth declare upon such her examination that she executed the same freely, voluntarily, and of her own accord, without any fear, force, or undue influence on the part of her said husband, or any one else; and that she doth still voluntarily assent thereto. Therefore let said deed and this certificate be registered.

[SEAL.]

J. E. REED,
Judge of Probate.

STATE OF NORTH CAROLINA,
Jackson County:

I, A. M. Parker, probate judge of Jackson County, do adjudge from the certificate of J. E. Reed, probate judge of Buncombe County, to be correct. Therefore let the deed, with the certificate, be registered this June 30th, 1880.

A. M. PARKER,
Probate Judge of Jackson County, N. C.

Regs. fee, $10.50.
Probate judge, .25.

OFFICE OF REGISTER OF DEEDS,
June 30, 1880.

STATE OF NORTH CAROLINA,
Jackson County:

The within deed was this day duly registered in Book G, beginning on page 334 and ending on page 353.

A. J. LONG,
Register of Deeds.

In the probate court.

SWAIN COUNTY:

It is adjudged that the certificate of J. E. Reed, probate judge of Buncombe County, is correct and genuine.

Therefore let the deed with certificates be registered in Swain County.

This July 3rd, 1880.

SAM. B. GIBSON,
Probate Judge.

Office of Register of Deeds of Swain County, North Carolina.

I, T. H. Parrish, register of deeds of said county, do hereby certify that the foregoing and within deed with the probate's certificates and register's certificate and amount of fees did this day complete the registration in said county in Book B, No. 2, beginning on page 290 and ending on page 317.

This July the 8th, A. D. 1880.

T. H. PARRISH,
Register of Deeds for Swain County, N. C.

Regr. fees, $10.50.

ENCLOSURE 8.

Whereas, under an award made by Rufus Barringer, John H. Dillard, and Thomas Ruffin, arbitrators, in the case of the Eastern Band of Cherokee Indians against William H. Thomas, William Johnston, *et. al.*, in the circuit court of the United States for the western district of North Carolina, James W. Terrell and Thomas D. Johnston were, by a decree of said court, appointed commissioners to sell certain lands referred to in said award to discharge and pay off the judgments therein awarded to be due to William Johnston from William H. Thomas, which said lands had theretofore been sold under execution on said judgments and conveyed by deeds executed by the sheriffs of the counties of Cherokee, Macon, and Jackson, North Carolina, to the said William Johnston; and whereas, since the date of said decree said judgments have been purchased and duly assigned to the Commissioner of Indian Affairs of the United States, in trust, and for the use and benefit of the Eastern Band of Cherokee Indians of North Carolina, and under the provisions of an act of Congress, entitled "An act to authorize the Commissioner of Indian Affairs to receive lands in payment of judgments to Eastern Band of Cherokee Indians," approved, August 14, 1876, the Commissioner of Indian Affairs was authorized to purchase and receive certain lands, therein referred to, in full payment and final discharge of the aforesaid judgments, in trust and for the use and benefit of said Eastern Band of Cherokee Indians; and whereas, in pursuance of the provisions of said act of Congress, Mark C. King on the part of the Commissioner of Indian Affairs, and William A. Dills on the part of William H. Thomas, were selected as appraisers to value and appraise the lands hereinafter described, which are referred to in the aforementioned award, and were duly selected by said Eastern Band of Cherokee Indians, through a committee appointed by them at their annual general council, held at Cheoah council grounds in Graham Co., North Carolina, on the first Monday of October, 1876; and whereas, in consideration of the above recited facts, and in full satisfaction of the said judgments amounting to the sum of twenty thousand five hundred and sixty-one and 85-100 dollars, a deed was executed on the 9th day of October, A. D. 1876, by William Johnston and wife, Lucinda M. Johnston, of the county of Buncombe, North Carolina, and James W. Terrell, of Jackson Co., and Thomas D. Johnston, of Buncombe Co., State aforesaid, commissioners named in said award, and also agents and attorneys for William H. Thomas, by virtue of a power of attorney dated June 3, 1875, to the Commissioner of Indian Affairs, as trustee for said Eastern Band of Cherokee Indians, for 15,211¼ acres, which are referred to in the aforesaid award, in satisfaction of said judgments; and whereas, in making said deed it was found impracticable to obtain correct descriptions of the lands to be conveyed until after a survey of the same, it was agreed by and between all parties to said deed that after a survey was made a new deed should be executed by William Johnston and wife, and Messrs. Terrell and Johnston, commissioners as aforesaid, and attorneys for William H. Thomas, containing correct descriptions of said lands; and it was further understood and agreed at the time of executing said deed between all parties to the same, that when the number of acres called for in said deed should not hold out by the survey the balance was to be made up by the said first parties from adjacent lands owned by them, and in case the area should overrun the number of acres called for in said deed, the deduction should be made in the new deed; and that all

clouds upon the title to the lands in question were to be removed by said William H. Thomas, and that in case any lands included in the said deed shall have been conveyed by said Thomas to white men before the execution of the said deed of October 9, 1876, then and in such case, other lands of the same class may be substituted therefor to the extent of 600 acres, it being contemplated in said deed to convey just the number of acres at the value fixed by the appraisers necessary to liquidate the judgments aforesaid; and whereas said lands which have unclouded titles have been surveyed, and correct descriptions and area obtained, and it has also been found that part of the lands included in the State grants embraced in said deed have been conveyed by said Thomas to white men before the execution of the same, and that these titles cannot be cleared now, and the parties of the first part having agreed to substitute other lands therefor, which has received the approval of the Commissioner of Indian Affairs, dated June 22, 1880; and the said tracts to be so substituted having been duly selected by the said Eastern Band of Cherokee Indians through a committee appointed by them at a special meeting of the regular council of the band held July 3, 1880, at Yellow Hill Council House, in Swaine Co., N. C.; and whereas, since the date of the first deed, the said William H. Thomas has been declared a lunatic, and William L. Hilliard, of Buncombe Co., was appointed April 5, 1878, his guardian by the probate court of Jackson Co., N. C., and then has upon due proceedings had an order made and entered in the said probate court authorizing and directing the said guardian to make and execute title to the lands hereinafter described:

Now, therefore, in consideration of the above-recited facts, and in full satisfaction of the aforesaid judgments, which amounted at the date of the first deed, October 9, A. D. 1876, to the sum of twenty thousand five hundred and sixty-one and $\frac{85}{100}$ dollars, the following indenture (which is to take the place of the first deed) is executed:

This indenture, made and executed this (14) fourteenth day of August, in the year of our Lord one thousand eight hundred and eighty, by and between William Johnston and wife, Lucinda M. Johnston, and William L. Hilliard, of Buncombe Co., North Carolina, guardian of William H. Thomas, as aforesaid, and James W. Terrell, of Jackson Co., and Thomas D. Johnston, of Buncombe Co., State aforesaid, commissioners under the said decree of the circuit court of the United States for the western district of North Carolina, at the November term, A. D. 1874, at Asheville, and also as agents and attorneys for William H. Thomas by virtue of a power of attorney to them, dated June 3, 1875, of the first part, and the Commissioner of Indian Affairs of the United States as trustee for said Eastern Band of Cherokee Indians of North Carolina of the second part, witnesseth:

That the said parties of the first part, for and in consideration of the premises, and in the further consideration of the payment of the amount and final discharge of said judgments, amounting to twenty thousand five hundred and sixty-one and $\frac{85}{100}$ dollars, the receipt whereof is hereby confessed and acknowledged, have granted, bargained, sold, aliened, enfeoffed, released, and conveyed, and do by these presents grant, bargain, sell, alien, enfeoff, release, and convey unto the party of the second part, the Commissioner of Indian Affairs and his successors in office, as trustee for the Eastern Band of Cherokee Indians of the State of North Carolina, all their right, title, interest, claim, or demand whatsoever in and to the following-described lands, to wit:

1. The land awarded to Dick-ageeske's heirs, being section 367 in district number nine in Graham County, N. C., bounded and more particularly described as follows, viz: Beginning on a hickory on a ridge N. W. corner of 405, from which a B. oak 6 in. dia. bears S. 37 W. 7 links dist., and a B. oak 6 in. dia. bears W. 20 links dist.; thence N. 50 E., reaching corner No. 2 at 90 poles a hickory (fallen) corner on a small hickory; thence S. 50 E. alongside of a ridge reaching a chestnut in a hollow at 180 poles, cor. 3 (formerly a stake); thence S. 50 W. 90 poles to a post oak on a ridge, beginning cor. of No. 405; thence N. 50 W. with the line of No. 405 180 poles to the beginning, containing one hundred acres.

2. The land awarded to Oo-tal-ka-nah, being section three hundred and seventy-three in district number nine, in Graham Co., N. C., bounded and more particularly described as follows, viz: Beginning on a Spanish oak 5 poles from N. bank of Snowbird River, from which a white oak 28 in. dia. bears S. 30 E. 47 links dist., and a B. oak 8 in. dia. bears N. 50 E. 32 links dist.; thence N. 30 E. reaching corner at 100 poles, a sourwood on a rock (fallen), corner on a hickory; thence E. 140 poles to a red oak (fallen), cor. on a white oak, corner 3 and corner 2 of tract No. 1995; thence S. 30 W. 100 poles to a cottonwood on the N. bank of Snowbird River; thence up the river as it meanders, reduced to direct line 140 poles to the beginning, containing seventy-five acres.

3. The land awarded to Chin-aque (or John Owl), "whereon he lived in 1855, in Cherokee County, excepting all mineral interest," being tract number 98 in district number one in said county, on the waters of Vengeance Creek, bounded and more particularly described as follows, viz: Beginning at a pine the beginning corner of No. 97 from which a white oak 15 in. dia. bears N. 2 E. 34 links dist. and a white oak 20 in dia. bears N. 55 E. 30 links distant and hickory 12 in. dia. bears S. 47 E. 27 links dist.

thence E. crossing Vengeance Creek at 34 poles, reaching corner at a birch at 108 poles; thence N. crossing Vengeance Creek, reaching corner at 126 poles, corner on a sassafrac; thence W. 108 poles to a B. oak cor. of No. 96; thence S. with the line of No. 96 126 poles to the beginning, containing eighty-five acres.

4. The land awarded to Too-way-al-lah, being part of number twelve in district number ten, in Graham Co., N. C., bounded and more particularly described as follows, viz: Tract lying on the waters of Snowbird Creek; beginning on a post the NW. corner of 363 of the State survey, from which a black oak 6 in. dia. bears N. 4 W. 24 links dist., and a white oak 6 in. dia. bears S. 85 W. 43 links dist.; thence S. 65 W. 180 poles to a chestnut oak, corner 2; thence S. 40 E. 90 poles to a hickory, corner 3, on the side of a ridge; thence N. 65 E. 180 poles to a hickory on a line of No. 363 of the State survey, corner 4; thence with said line N. 40 W. 90 poles to the beginning, containing ninety-nine acres.

5. The land awarded to Corn Silk, being section 588 in district number nine, in Graham Co., N. C., bounded and more particularly described as follows, viz: Beginning on a hickory from which a black gum 6 in. dia. bears N. 32 W. 23 links dist., and a white oak 12 in. dia. bears N. 75 E. 60 links dist.; thence S. 66 W. 90 poles to a white oak near a trail, corner 2; thence N. 53 W. 180 poles to a chestnut (fallen) corner on a spruce pine, corner 3; thence N. 66 E. reaching Snowbird River at 44 poles, reaching a chestnut at 90 poles on the N. bank of said river, corner 4; thence S. 53 E. crossing river at 2 poles, reaching beginning at 180 poles, containing ninety acres.

6. The land awarded to Tracking Wolf, being section 404 in district number nine, in Graham Co., N. C., bounded and more particularly described as follows, viz: Beginning on a Spanish oak, formerly a hickory, from which a chestnut 48 in. dia. bears S. 42 W. 34 links distant, and a chestnut oak 20 in. dia. bears N. 68 E. 25 links dist.; thence N. 35 W. 160 poles to a spruce pine in the line of No. 367, corner 2; thence with said line S. 50 W. 40 poles to a post oak, corner 3, and beginning corner of No. 405, 4 corner of No. 367; thence S. 10 E. 10 poles with the line of No. 405, 20 poles to a post in a field; thence S. 35 E. crossing Snowbird River at 28 poles, reaching corner No. 4 at 140 poles, a hickory, formerly a stake on W. bank of Snowbird River; thence N. 10 E. along face of mountain, crossing Snowbird River at 72 poles, passing corner of No. 59 at 84 poles, reaching the beginning at 125 poles, containing ninety-three acres.

7. The land awarded to Richard Henson in section fourteen in district number five, in Cherokee Co., N. C., bounded and more particularly described as follows, viz: Beginning on a black oak (fallen), set a post which stands S. 160 poles from No. one connecting line of this tract, from which a Spanish oak 4 in. dia. bears S. 12 W. 10 links dist. and a black oak 4 in. dia. bears N. 59 W. 12 links dist.; thence S. 160 poles to a black oak, the N. W. cor. of No. 4; thence E. 103 poles to a black gum, the S. W. corner of No. 9 in the gap of small ridge near the new turnpike road; thence N. 160 poles, reaching corner N. W. corner of No. 9 (fallen), set a post; thence W. 103 poles to the beginning, containing one hundred and three acres.

8. The land awarded to Richard Henson and others, and their heirs, in section eleven in district number five, in Cherokee Co., N. C., bounded and more particularly described as follows, viz: Beginning on a post the N. W. cor. of tract No. 9, and the N. E. cor. of No. 2 of the U. S. survey, from which a white oak 15 in. dia. bears N. 61 E. 42 links dist., and a B. oak 12 in. dia. bears S. 9 W. 30 links distant; thence E. 160 poles to a post oak on top of hill N. E. cor. of No. 9; thence N. passing N. W. cor. of No. 8 at 80 poles, reaching corner at 439 poles (fallen), set a post from which a sassafrac 12 in. dia. bears N. 30 E. 32 links dist., and a chestnut 14 in. dia. bears N. 77 W. 30 links distant; thence W. crossing turnpike road at 124 poles, total distance 160 poles, to corner 3 (set a post), from which a red oak 10 in. dia. bears S. 74 E. 15 links dist., and a pine 12 in. dia. bears N. 10 E. 25 links dist.; thence S. recrossing turnpike road at 70 poles, reaching the beginning at 439 poles, containing four hundred and thirty-nine acres.

9. The land ("bounty claim") awarded to Richard Henson, in district number five, in Cherokee County, N. C., bounded and more particularly described as follows, viz: Beginning at a post oak SW. corner of No. 21, from which a post oak 20 in. dia. bears S. 10 W. 20 links dist. and a hickory 6 in. dia. bears N. 82 E. 19 links dist. and a chestnut 6 in. dia. bears N. 22 W. 4 links dist.; thence W. reaching cor. at 139 poles; thence N. 45 W. 48 poles, but found to be S. 72 poles to a hickory (fallen), set a post from which a white 8 in. dia. bears N. 18 W. 35 links dist. (no other witness tree available); thence W. crossing Hanging Dog at 47 poles, reaching corner at 67 poles; thence N. 45 W. 47 poles to corner of No. 20; thence N. 41 poles to a pine in line of No. 20; thence W. reaching corner at 379 poles and with Fains donation line; thence S. 1 W. reaching cor. at 95 poles; thence S. 20 W., found to be S. 68 W., crossing a small ridge reaching cor. at 66 poles; thence S. 9 E. 59 poles, found to be 66 poles; thence S. 8 poles to a post oak, NE. cor. of No. 58; thence S. 186 poles, passing Campbell Taylor's farm, it being corner of No. 56 (fallen), set a post from which a B. oak 12 in. dia. bears S 20 E. 35 links dist. and a B. oak 11 in. dia. bears S. 9 W. 35

links dist.; thence N. 57 E., found to be N. 67 E., reaching cor. at 77 poles on side of a hill; thence S. 23 E., found to be S. 70 E., reaching cor. at the E. bank of Grape Creek, crossing creek at 79 poles; thence S. 43 E. 28 poles, recrossing Grape Creek, NW. of No. 61 corner tree fallen, set a post, no witness trees available; thence E. crossing a dim road at 48 poles, passing over rolling land, and NE. cor. of No. 61 at 102 poles, reaching NE. cor. of No. 62 at 268 poles; thence S. 123 poles to a post oak SE. cor. of No. 62; thence W. with the line of No. 62, 52 poles to a post oak in said line; thence S. 141 poles to a B. oak in N. boundary line No. 36; thence E. 222 poles with the line of No. 36 and 35, passing its cor. at 60 poles, a B. oak and stake is NE. cor. of No. 35; thence N. 120 poles to a small black oak, NW. cor of No. 14 (not found), set a post, crossing Hanging Dog Creek at 80 poles; thence E. with the line of No. 14, 166 poles to a small post oak; thence N. passing NW. cor. of No. 16, crossing a small branch at 124 poles, ascending a long ridge reaching top of ridge at 336 poles, descending hill reaching corner at 434 poles a hickory in line of No. 44, cut down, corner on a B. oak; thence W. passing SW. corner of No. 44 at 10 poles, reaching corner at 100 poles SW. and beginning corner of No. 22; thence N. thro. flat land reaching the beginning at 100 poles, containing two thousand one hundred and eighty acres.

10. The land awarded to "Salka-nah and others," in district number six, in Cherokee Co., N. C., bounded and more particularly described as follows, viz: Tract number sixty-three, in district number six, beginning on a Spanish oak NE. cor. of number 61, from which a B. oak 6 in. dia. bears S. 40° E. 12 links distant, and a Spanish oak 6 in. dia. bears NW. 36 links dist.; thence N. over rolling land 121 poles to a B. oak in gap of ridge; thence W. across side of mountain with the line of No. 64, 121 poles to a blackjack; thence S., ascending mountain, reaching cor. at 121 poles, a black oak; thence E. with the of No. 61, 121 poles to the beginning, containing ninety-one acres.

11. The land awarded to Tes-a-tees-kak, situated in district number nine, in Graham Co., N. C., bounded and more particularly described as follows, viz: Beginning at a small hickory on the E. bank of Snowbird River, old corner (fallen), from which a hickory 6 in. dia. bears N. 45 W. 7 links distant, and a white oak 6 in. dia. bears S. 45 W. 15 links distant; thence E. ascending mountain, reaching corner on side of said mountain at 94 poles a hickory, corner 2; thence S. along the face of the mountain, descending gradually, reaching Snowbird River at 110 poles, this point being N. 55 W. 116 poles from the 2d and NE. cor. of No. 367, beginning to ascend a steep mountain at 115 poles, reaching corner No. 3, a chestnut, at 127 poles; thence W. along the side of a mountain, reaching corner at 94 poles, a chestnut (fallen), corner on a white oak, corner 4; thence N., descending mountain, reaching river at 124 poles, reaching beginning at 127 poles, containing seventy four acres.

12. The land awarded to George Oo-yah-ste-ah, in section 365, in district number nine, in Graham Co., N. C., bounded and more particularly described as follows, viz: Beginning on a B. oak from which a white oak 8 in. dia. bears E. 34 links dist. and a Spanish oak 6 in. dia. bears W. 14 links dist.; thence S. 90 poles to a chestnut, corner No. 2; thence W. ascending a mountain gradually reaching top 106 poles, beginning to descend mountain at 108 poles, reaching base at 165 poles, reaching an apple tree at 180 poles, corner No. 3; thence N. 90 poles to a B. oak, formerly a stake, corner No. 4; thence E. ascending mountain reaching top at 20 poles; thence along the face of the mountain 180 poles to beginning, containing one hundred and one acres.

13. The land awarded to Cah-nah-a-to-go and others, in section 405, in district number nine, in Graham Co., N. C., bounded and more particularly described as follows, viz: Beginning on a post oak on a ridge from which a B. oak 6 in. dia. bears S. 29 E. 70 links dist. and a B. oak 14 in. dia. bears N. 37 links dist.; thence N. 50 W. reaching Snowbird River at 108 poles, reaching a hickory at 180 poles, corner No. 2, with the line of No. 367; thence S. 10 E. reaching an iron-wood in a cove at 90 poles, corner No. 3; thence S. 50 E. crossing Snowbird River at 146 poles; thence over flat-land crossing river at 162 poles, crossing again at 180 poles, reaching corner at formerly a stake but made on a large spruce pine at 180 poles, corner No. 4; thence N. 90 poles to beginning, containing sixty-three acres.

14. The land awarded to Co-he-los-kah, in section 93, in district number nine, in Graham Co., N. C., bounded and more particularly described as follows, viz: Beginning on a white oak on point of a ridge, at N. E. corner of No. 17, from which a post oak 14 in. dia. bears S. 47 W. 50 links dist. and a white oak 10 in. dia. bears N. 60 west 10 links dist.; thence W. with the line of No. 17, reaching Snowbird Creek at 108 poles, reaching a post on the W. bank at 112 poles, corner No. 2; thence N. with the line of No. 98, reaching the E. bank of Snowbird River at 24 poles, running over smooth rolling land 190 poles to a post oak, corner No. 3; thence E. with the line of No. 96, 112 poles to a young B. oak for cor. No. 4, and N. W. corner of No. 91; thence S. with the line of No. 91, 190 poles to the beginning, containing one hundred and thirty-three acres.

15. The lands awarded to Chees-que-ne-tah (or Tom-tee-ote lah), in district number

ten, in Graham Co., N. C., on the waters of Buffalo Creek, bounded and more particularly described as follows, viz: Beginning on a small chestnut on bank of branch 5 poles N. from N. W. corner of tract No. 13, in district number ten, from which a white oak 12 in. dia. bears N. 50 links distant, and a white oak 8 in. dia. bears S. 76 W. 30 links dist. Thence N. 67 W. reaching a pine at 180 poles, on side of mountain, corner No. 2; thence S. along side of a mountain 165 poles to a large hickory in a cove, corner No. 3; thence E. descending gradually, reaching a pine at 160 poles, in the line of No. 13, cor. No. 4; thence N. with the line of No. 13, 92 poles to the beginning, passing N. E. cor. of No. 13 at 87 poles, containing one hundred and twenty-eight acres.

16. The land awarded to Tetal-ka-nah, being tract No. 91, in district number nine, in Graham Co., N. C., bounded and more particularly described as follows, viz: Beginning on a white oak on the S. side of a hill, N.W. cor. of No. 19, from which a B. oak 14 in. dia. bears N. 67 W. 100 links dist., and a hickory 6 in. dia. bears N. 56 E. 30 links dist; thence W. with the lines of numbers 95 and 96 over rolling land 197 poles, to a young B. oak in the line of No. 96; thence S. with the line of No. 93 190 poles to a white oak on point of a ridge for corner No. 2; thence E. with the line of No. 16 and 15 ascending a hill at 24 poles, reaching top at 112 poles, descending at 114 poles, passing corner of No. 16 at 152 poles, total 197 poles, to a B. oak for corner No. 4; thence N. 190 poles to the beginning, with the line of No. 19, containing two hundred and thirty-four acres.

17. Tract number seventeen, in district number nine, in Graham Co., N. C., bounded and more particularly described as follows, viz: Beginning on a mountain oak on point of ridge S.W. corner of No. 91, from which a post oak 14 in. dia. bears S. 47 W. 50 links dist., and a white oak 10 in. dia. bears N. 60 W. 10 links dist.; thence S. over rolling land with the line of No. 16, reaching at 184 poles a hickory on the side of a mountain for cor. No. 2; thence W., reaching a hickory on side of a mountain at 112 poles, corner No. 3; thence N. over rolling land 160 poles to Snowbird River, reaching at 184 poles to a post, corner No. 4, on the W. bank of said river, from which a spruce pine 6 in. dia. bears S. 6 E. 40 links dist., and a chestnut 12 in. dia. bears S. 6 E. 40 links dist., and a chestnut 12 in. diameter bears N. 4 W. 44 links dist.; thence E. with the line of No. 93, crossing Snowbird River 4 poles wide, runs N. E., reaching at 112 poles the beginning, containing one hundred and twenty-eight acres.

18. Tract number 37, in district number nine, in Graham Co., N. C., bounded and more particularly described as follows, viz: Beginning on a hickory N.E. corner of No. 33, from which a B. oak 8 in. dia. bears N. 30 W. 42 links, and a Spanish oak 20 in. dia. bears S. 20 E. 33 links distant; thence E. with the line of No. 36, reaching a pine on the side of a hill at 90 poles, corner 2; thence N. along the face of mountain, reaching corner at 120 poles, a black gum, corner 3; thence W. along the face of mountain 90 poles to a Spanish oak on side of mountain, cor. 4; thence S. along the face of mountain 120 poles to the beginning with the line of No. 32, containing sixty-seven acres.

19. Tract number 87, in district number nine, in Graham Co., N. C., bounded and more particularly described as follows, viz: Beginning on a chestnut N. W. corner of 88, from which a white oak 12 in. dia. bears N. 24 E. 40 links dist., and a chestnut 38 in. dia. bears S. 16 E. 41 links dist.; thence W. cro-sing W. fork of Mountain Creek at 40 poles, reaching a hickory at 154 poles, corner in a hollow; thence S. 160 poles to a white oak, cor. No. 3, standing 74 poles N. from N. E. corner of No. 90; thence E. 154 poles to a small B. oak, corner 4 and corner No. 88; thence N., crossing Mountain Creek at 42 poles, running over rolling land 160 poles with the line of No. 88 to the beginning, containing one hundred and fifty-four acres.

20. Tract number 88, in district number nine, in Graham Co., N. C., bounded and more particularly described as follows, viz: Beginning on a B. oak S. E. cor. of No. 87, from which a B. oak 6 in. dia. bears S. 57 W. 15 links distant, and a B. oak 12 in. dia. bears N. 67 E. 13 links dist.; thence E. 104 poles to a small B. oak for cor. No. 2; thence N. 160 poles to a small white oak, corner No. 3; thence W. 15 poles to a mountain creek, reaching a chestnut at 140 poles near the foot of said hill, corner No. 4; thence S. with the line of No. 87, crossing Mountain Creek at 118 poles, reaching the beginning at 160 poles, containing one hundred and four acres.

21. Tract number 92, in district number nine, in Graham Co., N. C., bounded and more particularly described as follows, viz: Beginning at a B. oak N. E. cor. of No. 84, from which a Spanish oak 18 in. dia. bears N. 3 E. 38 links distant, and a B. oak 8 in. dia. bears S. 85 W. 20 links dist.; thence E. with the line of No. 85 crossing Sweetwater Creek at six poles, reaching cor. No. 2, a B. oak near the top of mountain, at 126 poles (formerly 120 poles); thence N. along the face of mountain, crossing top of mountain at 140 poles, reaching corner No. 3 at 171 poles, a Spanish oak in a cove; thence W., ascending a mountain, crossing top of mountain at 26 poles, reaching cor. at 126 poles; thence S. descending mountain 171 poles to the beginning, containing (134) one hundred and thirty-four acres.

22. Tract number 90, in district number nine, in Graham Co., N. C., bounded and

more particularly described as follows, viz.: Beginning on a black oak N. E. corner of No. 100, from which a post oak 14 in. dia. bears S. 88 E. 85 links dist., and a white oak 20 in. dia. bears N. 61 E. 79 links dist; thence N. 46 poles to a locust on the side of a hill for corner No. 2; thence E. reaching corner No. 3, a chestnut, at 208 poles; thence S. over rolling land 108 poles to a B. jack, S. W. corner of No. 90, for cor. No. 4 with line of No. 86; thence W. 208 poles to a hickory for corner No. 5; thence N. 62 poles to the beginning, containing one hundred and forty-one acres.

23. Tract number 103, in district number nine, in Graham Co., N. C., bounded and more particularly described as follows, viz: Beginning on a white oak in a field N. W. cor. of No. 101 (no witness trees available); thence N. with district line ascending hill, reaching top at 44 poles, at 105 poles reaching corner No. 2, a small black oak on hillside, from which a black oak 6 in. dia. bears N. 37 W. 26 links dist., and a chestnut 8 in. dia. bears S. 82 E. 45 links distant; thence E. through flat land 146 poles to a black oak for cor. No. 3 on point of a ridge; thence S. 105 poles, reaching post oak for corner No. 4 in a line of No. 101; thence west with the line of No. 101 146 poles to the beginning, containing ninety-five acres.

24. Tract number eight, in district number ten, in Graham Co., N. C., bounded and more particularly described as follows, viz: Beginning on a hickory the S. E. cor. of No. 20 and S. W. corner of No. 21, from which a hickory 10 in. dia. bears S. 87 W. 50 links distant and a B. oak 18 in. dia. bears N. 63 W. 54 links dist.; thence S. with the line of No. 19, reaching Cheoih River at 100 poles, 8 poles wide runs N. W., reaching at 226 poles, corner a hickory near top of mountain; thence W. with the line of No. 7 along the side of a mountain, crossing a branch at 96 poles 8 links wide, and runs N., bear. cor. running through a field, ascending a high ridge at 120 poles, summit at 200 poles, then along said ridge to 284 poles to a small chestnut oak, corner No. 3, on point of ridge; thence N. descending ridge, reaching a branch at 72 poles 10 links wide, runs E. crossing a branch 12 links wide, reaching at 226 poles corner, a hickory; thence E. 284 poles to the beginning, containing four hundred and one acres.

25. Tract number seven, in district number one, in Cherokee County, N. C., bounded and more particularly described as follows, viz: Beginning at a hickory at the foot of a mountain near a branch from which a hickory 14 in. dia. bears N. 38 W. 20 links dist., and a white oak 16 in. dia. bears S. 15 W. 22 links dis.; thence N. 200 poles to a b. oak fallen corner on a hickory; thence W. 156 poles to a Spanish oak on top of a mountain (fallen), set a post, thence S. 200 poles to a b. oak corner, thence E. 156 poles to the beginning, containing one hundred and ninety-five acres.

26. Tract number 56 in district number one, in Cherokee Co., N. C., bounded and more particularly described as follows, viz: Beginning at a black jack, N. W. cor. of No. 55, from which a b. jack 9 in. dia. bears N. 66 W. 25 links dist., and a b. gum 6 in. dia. bears S. 1 W. 10 links dist.; thence W. with the line of No. 61, 265 poles to a stake and pointers, cor. on a b. oak on line of No. 59; thence S. 190 poles, passing corner of No. 59 at 86 poles, corner on a chestnut oak, No. 3; thence E. with the line of No. 17, 265 poles to a pine; thence N. with line of No. 55, 190 poles to the beginning, containing three hundred and fourteen acres.

27. Tract No. 57, in district number one, in Cherokee Co., N. C., bounded and more particularly described as follows, viz: Beginning on a black jack, on a ridge, the beginning of No. 56, from which a b. jack 9 in. dia. bears N. 66 W. 25 links dist., and a black gum 6 in dia. bears N. 1 W 10 links dist.; thence N. with the line No. 61, 170 poles to two hickorys in a flat; thence E. with the line of No. 58, 220 poles to a hickory on a ridge (fallen) corner on a black gum; thence S. with the line of No. 51, 170 poles to a black oak, corner 4, and beginning corner of No. 55, thence W. with the line of No. 55, 220 poles to the beginning, containing (233) two hundred and thirty-three acres.

28. Tract No. 58 in district number one, in Cherokee Co., N. C., bounded and more particularly described as follows, viz: Beginning at a b. oak, on point of a ridge, the beginning cor. of 52, from which a white oak 8 in. dia. bears N. 85 W. 10 links dist.; thence W. 220 poles to a stake, corner on a white oak; thence S. 206 poles, to two small hickories in a flat; thence with the line of No. 57, 220 poles to a hickory, N. E. corner of No. 57 (fallen) corner on a black gum; thence N. with a line of No. 52, 206 poles to the beginning, containing (283) two hundred and eighty-three acres.

29. Tract No. 59, in district number one, in Cherokee Co., N. C., bounded and more particularly described as follows, viz: Beginning at a post oak, N. E. cor. of No. 9, from which a p. oak, 15 in. dia., bears N. 65 E. 45 links dist., and a hickory 6 in. dia., bears N. 27 W. 20 links dist.; thence E. with the line of No. 60, 90 poles to a hickory in a hollow near a branch; thence S. with the lines of Nos. 61 and 56, 176 poles to a post in a line of No. 56, passing corner of 61 at 90 poles; thence W. with the line 90 poles to a b. oak near a branch; thence N. with the line of No. 9, 176 poles to the beginning, containing ninety-two (92) acres.

30. Tract No. 60, in district number one, in Cherokee Co., N. C., bounded and more particularly described as follows, viz: Beginning at a hickory in a hollow in a line of No. 61, from which a hickory 12 in. dia. bears S. 50 E. 40 links dist. and a Spanish oak

15 in. dia., bears N. 41 E. 45 links dist.; thence N. with the line of No. 61, 80 poles to a white oak on the S. bank of a branch, corner 2; thence W. 30 poles to a mountain birch on the S. bank of Valley River, at the mouth of a branch, cor. 3; thence down said river as it meanders, S. 40 W. 36 poles; S. 65 W. 14 poles; N. 65 W. 25 poles; N. 32 W. 68 poles; N. 62 W. 13 poles; W. 15 poles; S. 37 W. 46 poles; S. 21 W. 58 poles; S. 31 poles to a white oak on bank of said river (fallen), cor. on a locust; thence E. with the lines Nos. 9 and 59, 204 poles to the beginning, containing ninety-six acres.

31. Tract No. 96, in district number one, in Cherokee Co., N. C., bounded and more particularly described as follows, viz: Beginning at a chestnut, the beginning cor. of No. 95, from which a b. gum 14 in. dia. bears N. 30 E. 42 links dist., and a red oak 14 in. dia. bears N. 8 W. 32 links dist.; thence E. with the line of No. 95, 86 poles to a pine on a knoll; thence N. with the line of No. 98, 126 poles to a b. oak, N. W. cor. of No. 98; thence W. with the line of No. 99, 86 poles to a corner from which a chestnut oak 12 in. dia. bears N. 24 W. 52 links dist., and a pine 12 in. dia. bears N. 83 E. 40 links dist.; thence S. 146 poles to the beginning, containing sixty-seven acres.

32. Tract No. 61, in district number one, in Cherokee Co., N. C., bounded and more particularly described as follows, viz: Beginning on a white oak, N. E. cor. of No. 60, from which a chestnut 6 in. dia. bears S. 14 W. 15 links dist., and a maple 6 in. dia. bears N. 26 W. 20 links dist.; thence S. with the lines of Nos. 60 and 59, 170 poles to a stake, cor. on a b. oak; thence E. with the line of No. 56, 265 poles to a black-jack, cor. 3, and beginning of Nos. 56 and 57; thence N. with the line of No. 57, 170 poles to two hickorys in a field, cor. 4, and N. W. cor. of No. 57; thence W. 265 poles to the beginning, containing two hundred and eighty-one acres.

33. Tract No. 97, in district number one, in Cherokee Co., N. C., bounded and more particularly described as follows, viz: Beginning at a pine on a knoll, the beginning of No. 98, from which a white oak 15 in. dia. bears N. 2 E. 34 links distant, and a white oak 20 in. dia. bears N. 55 E. 30 links dist., and a hickory 12 in. dia. bears S. 47 E. 27 links dist.; thence S. with the line of No. 95, 6 poles to Vengeance Creek, reaching cor. at 116 poles a white oak S. E. cor. of No. 95; thence E. 108 poles to a maple, cor. No. 3; thence N. 116 poles to a beech, cor. 4 and S. E. cor. of No. 98; thence W. with the line of No. 98, 108 poles to the beginning, containing seventy-eight acres.

34. Tract No. 99, in district number one, in Cherokee County, N. C., bounded and more particularly described as follows, viz: Beginning on a black oak (fallen) the beginning of No. 93, from which a b. oak 12 in. dia. bears N. 15 E. 33 links dist., and a post oak 6 in. dia. bears N. 41 W. 41 links dist.; thence N. 96 poles to a b. oak, the beginning cor. of No. 100; thence E. with the line of No. 100, 206 poles to a stake cor. on maple on N. bank of Vengeance Creek; thence S. 18 W. 98 poles to a black oak N. E. cor. of No. 96; thence W. 178 poles to the beginning, containing one hundred and fifteen acres.

35. Tract No. 100, in district No. one, in Cherokee Co., N. C., bounded and more particularly described as follows, viz: Beginning at a b. oak NW. cor. of No. 99 (no witness trees available); thence N. 114 poles to a b. jack in district line No. 7, from which a pine 12 in. dia. bears N. 67 E. 17 links dist., and a pine 12 in. dia. bears N. 32 W. 17 links dist.; thence E. 245 poles to a b. oak with the district line No. 7 (cor. not found, made on a black oak); thence S. 18 W. 120 poles to a maple on the N. bank of Vengeance Creek; thence W. with line of No. 99, 206 poles to the beginning, containing one hundred and sixty acres.

36. Tract number fifteen, in district number six, in Cherokee Co., N. C., bounded and more particularly described as follows, viz: Beginning at a chestnut N. W. cor. of No. 9, from which a hickory 12 in. dia. bears S. 31 E. 37 links dist., and a chestnut 14 in. dia. bears N. 45 W. 3 links dist; thence W. 75 poles to cor. on a chestnut oak, cor. 2; thence S. 126 poles to a stake N. W. cor. of No. 8; thence E. with the line of No. 8, 75 poles to a Spanish oak, formerly a stake; thence W. with the line of No. 9, 126 poles to the beginning, containing fifty-nine acres.

37. Tract number sixteen, in district number six, in Cherokee Co., N. C., bounded and more particularly described as follows, viz: Beginning at a locust on top of a mountain between Valley River and Hanging Dog Creek in the line of No. 15, from which a hickory 12 in. dia. bears N. 15 W. 11 links dist., and a b. oak, 16 in. dia. bears N. 32 E. 38 links dist.; thence W. 15 poles to a chestnut oak, corner 2; thence N. 160 poles to a stake corner on a chestnut, cor. 3; thence E. 75 poles to a sourwood N. W. cor. of No. 14; thence S. with the line of No. 14, 160 poles to cor., from which a hickory 12 in. dia. bears S. 31 E. 37 links dist., and a chestnut 14 in. dia. bears N. 45 W. 3 links dist.; thence W. with the line of No. 15, 60 poles to the beginning, containing 75 acres.

38. Tract number thirty-two, in district number six, in Cherokee Co., N. C., bounded and more particularly described as follows, viz: Beginning at a hickory 20 poles N. of S. W. cor. of No. 34, from which a b. jack 8 in. dia. bears S. 27 E. 23 links dist., and a locust 9 in. dia. bears N. 57 E. 20 links distant; thence N. 200 poles to a large white pine near Calvert's Creek; thence W. 198 poles to corner formerly a stake, corner on a hickory; thence S. 200 poles, cor. on top of a ridge N. W. cor. of No. 31; thence

E. 198 poles to the beginning, with the line of No. 31, containing two hundred and forty-seven acres.

39. Tract number thirty-four, in district number six, in Cherokee Co., N. C., bounded and more particularly described as follows, viz: Beginning at a red oak N. E. cor. of No. 33, from which a b. oak 6 in. bears S. 67 E 44 links dist., and a red oak 6 in. dia. bears S. 15 E. 13 links dist.; thence N. 200 poles to a black jack, corner cut down, corner on a small black oak on a ridge; thence 174 poles to a b. oak on side of a hill near Calvard's Creek, S. W. cor 35; thence S. 200 poles corner on a hickory, corner of No. 33; thence E. 174 poles to the beginning, containing two hundred and seventeen acres.

40. Tract number thirty-five, in district number six, in Cherokee Co., N. C., bounded and more particularly described as follows, viz: Beginning on a b. oak N. W. cor. of No. 34, on the side of a hill near a creek from which a Spanish oak 8 in. dia. bears S. 32 E. 27 links distant, and a chestnut 36 in. dia. bears S. 13 W. 32 links dist., and a hickory 12 in. dia. bears S. 85 W. 40 links dist; thence N. 189 poles to a b. oak (fallen) corner on a poplar; thence E. 174 poles to a poplar in an old crossing; thence S. 189 poles to a black jack N. E. cor. No. 34, cut down, cor. on a small b. oak on a ridge; thence W. with the line of No. 34, 174 poles to the beginning, containing two hundred and five acres.

41. Tract number forty-eight, in district number six, in Cherokee Co., N. C., bounded and more particularly described as follows, viz: Beginning on a Spanish oak S. W. of No. 62 (not found), cor. on a b. oak, N. W. cor. of No. 57, from which a chestnut oak 24 in. dia. bears N. 1 W. 42 links dist., and a hickory 9 in. dia. bears S. 15 E. 35 links dist.; thence N. with the line of No. 62, 112 poles to a hickory on a high hill; thence W. 124 poles corner a black jack, found to be a black gum, on the E. bank of Fodder's Creek in the line of 59; thence S. with the line of 59, 112 poles, corner a locust (formerly a stake), N. W. cor. of tract 53; thence E. 124 poles to the beginning with the line of No. 53, containing eighty-six acres.

42. Tract fifty-three, in district number six, in Cherokee Co., N. C., bounded and more particularly described as follows, viz: Beginning on a post oak N. E. corner of No. 53, from which a b. oak 10 in. dia. bears S. 15 E. 35 links dist. and a hickory 12 in. dia. bears S. 27 W. 32 links distant; thence N. 160 poles to a black oak, cor. No. 2, formerly a Spanish oak; thence W. with the line of No. 48, 124 poles to a locust cor. No. 3, and S. W. cor. of No. 48; thence S. 160 poles to a hickory (fallen) N. W. corner of No. 52, cor. on a small white oak; thence E. with the line of No. 52, 124 poles to the beginning, containing one hundred and twenty-four acres.

43. Tract number fifty-seven, in district number six, in Cherokee Co., N. C., bounded and more particularly described as follows, viz: Beginning on a maple on the W. bank of Fodder's Creek, from which a white oak six in. dia. bears N. 56. W. 12 links dist. and a white oak 6 in. dia. bears N. 22, E. 9 links dist; thence N. 55 poles to a hickory on W. bank of said creek; thence W. with the line of No. 62, 176 poles to a b. oak, cor. 3, and S. E. cor. of 48; thence S. with the line of No. 53, 55 poles to a post oak found to be black oak; thence E. 176 poles to the beginning, containing sixty acres.

44. Tract number fifty-nine, in district number six, in Cherokee Co., N. C., bounded and more particularly described as follows, viz: Beginning at a maple at 16 poles N. from N. W. cor. of No. 48, from which a white oak 36 in. dia. bears S. W. 14 links distant, and a hickory 10 in. dia. bears N. 30 E. 23 links dist; thence W. 100 poles corner a chestnut oak, formerly a stake. Thence S. 97 poles cor. on a large poplar in a cove, formerly a stake; thence E. 100 poles to cor. a black jack (not found) set a post in the line of 48; thence N. with said line 97 poles to the beginning, containing sixty acres.

45. Tract number sixty-four, in district number six, in Cherokee Co., N, C., bounded and more particularly described as follows, viz: Beginning at a b. oak N. E. cor. of No. 63, from which a chestnut oak, 9 in. dia. bears S. 40 W. 3 links dist., and a chestnut oak, 20 in. dia. bears N. 65 W. 30 links dist; thence N. 114 poles to cor. a b. oak on top of a ridge; thence W. 121 poles to corner on a beech, formerly a stake, cor. 3; thence S. 114 poles to corner; thence E. with the line of No. 63 121 poles to the beginning, containing eighty-six acres.

46. Tract number sixty-five, in district number six, in Cherokee Co., N. C., bounded and more particularly described as follows, viz.: Beginning on a white oak corner of No. 75, from which a locust 8 in. dia. bears N. 38 W. 50 links dist. and a Spanish oak 15 in. dia. bears S. 5 W. 23 links dist; thence N. 76 poles in line of No. 64 near the top of hill; thence W. 176 poles to cor. near top of mountain cor. on a chestnut, formerly a stake; thence S. 76 poles to cor., corner on a chestnut N. W. cor. of No. 75; thence E. with the line of No. 75, 176 poles to the beginning, containing eighty acres.

47. Tract number ninety-three, in district number six, in Cherokee Co., N. C., bounded and more particularly described as follows, viz: Beginning at a pine N. E. cor. of No. 92, from which a hickory 6 in. dia. bears N. 35 W. 14 links dist., and a post oak 6 in. dia. bears N. 73 W. 17 links dist., and a pine 20 in. dia. bears S. 45 W. 27 links dist.;

thence N. 180 poles to cor. on a locust on top of a ridge; thence W. 105 poles to cor., fallen, cor. on a black gum; thence S. 180 poles to corner on a hickory on a small branch; thence E. 105 poles to the beginning, containing one hundred and eight acres. "The beginning of this tract is in the line of No. 95, being N. from S. W. cor. 164 poles."

48. Tract number ninety-five, in district number six, in Cherokee Co., N. C., bounded and more particularly described as follows, viz: Beginning on a black gum in a small branch, from which a white oak 6 in. dia. bears N. 78 E. 20 links dist., and a dogwood 6 in. dia. bears S. 65 E. 25 links dist., and a white oak 6 in dia. bears S. 81 W. 34 links dist.; thence N. 39 W. 250 poles to cor. No. 2, a b. oak on top of ridge; thence W. 124 poles to corner, a stake, corner on a hickory in line of No. 93; thence S. with the line of No. 93 98 poles to the beginning, cor. of No. 93, reaching cor. at 260 poles, a black jack (cut down) cor. on a black jack, corner 3; thence N. 81 E. 158 poles to cor. on top of hill, corner on a hickory, corner 4 (formerly a b. jack); thence N. 68 E. 138 poles to the beginning, containing three hundred and thirty-one acres.

49. Tract number one hundred and five, in district number six, in Cherokee Co., N. C., bounded and more particularly described as follows, viz: Beginning at a hickory in a cove (fallen) in a line of No. 115, cor. on a white oak, from which a white oak 20 in. dia. bears N. 85 E. 18 links dist., and a b. oak 9 in. dia. bears N. 10 E. 46 links dist.; thence N. 69 E. 90 poles to cor. on a maple; thence S. 21 E. 130 poles cor. on a pine N. E. cor. of No. 10.; thence S. 69 W. with the line of No. 101, 90 poles to N. W. cor. of 101 on top of a hill, a pine (fallen) cor. on a black gum; thence N. 21 W. with the lines of Nos. 102 and 115, 130 poles to the beginning, containing seventy-three acres.

50. Tract number one hundred and fifteen, in district number six, in Cherokee Co., N. C., bounded and more particularly described as follows, viz: Beginning on a chestnut oak in the head of a hollow, from which a chestnut 24 in. dia. bears S. 60 E. 50 links dist., and a chestnut 36 in. dia. bears N. 80 W. 50 links dist.; thence N. 21 W. 100 poles to a pine; thence N. 69 E. 100 poles to corner, a stake, cor. made on a white oak; thence S. 21 E. 100 poles to corner on a chestnut oak corner of No. 102; thence S. 69 W. 100 poles with the line of No. 102 to the beginning, containing sixty-two acres.

51. Tract number one hundred and sixteen, in district number six, in Cherokee Co., N. C., bounded and more particularly described as follows, viz: Beginning on a pine, N. W. cor. of No. 115, from which a white oak 8 in. dia. bears N. 8 W. 40 links distant, and a b. oak 16 ins. dia. bears S. 10 E. 50 links distant; thence S. 69 W. 90 poles to a b. jack on top of a ridge (formerly) a stake; thence S. 21 E. 100 poles to a stake; thence N. 69 E. 90 poles to corner, the beginning of No. 115; thence N. 21 W. with the line of No. 115, 100 poles to the beginning, containing fifty-six acres.

52. The strip of land adjoining the Qualla boundary or reserve, on the south, in Jackson Co., N. C., known as the "Thomas 500-acre survey," beginning at a post set by M. S. Temple, U. S. deputy surveyor, at the ford of Soco Creek, and running thence easterly along the water divide of the ridge S. of Soco Creek until it intersects the Indian boundary at the top of said range opposite Echota mission, and including all the land between the said water divide and the Indian boundary, bounded and more particulary described as follows, viz: & beginning at a locust post at the ford of Soco Creek, on the N. W. bank of said creek, where the road leading from Birdtown to Quallatown crosses said creek, said post being N. 3 W. 2 poles from the edge of the water; thence S. 3 E. 21 poles to a stake 12 links N. of a large red oak marked I. B.; thence S. 19 E. 13 poles; thence S. 45 E. 17 poles; thence S. 61 E. 16 poles; thence N. 76 E. 29 poles to 66 mile station in a mound in line of Indian boundary, continue N. 76 E. 34 poles; thence S. 39 E. 18 perches; thence S. 36 W. 22 poles to a small b. oak, I. B; thence S. 16 W. 18 poles, two sourwoods I. B. on the side of a ridge; thence S. 39 E. 56 poles; thence S. 51 E. 11 poles, set a post for 66½ mile station in mound with pits, continue S. 51 E. 24 poles; thence S. 89 E. 25 poles; thence S. 89 E. 7 poles to a post I. B.; thece N. 86 E. 32 poles, leave field; thence N. 86 E. 28 poles; thence N. 57 E. 43 poles, set a post for 67 mile station in mound with pits, continue N. 57 E. 16 poles; thence S. 64 E. 40 poles; thence S. 79 E. 9 poles to a white oak 22 in dia., marked I. B.; bear cor. 11 poles to a stake and rock on side of a mountain; thence S. 19 E. 16 poles; thence S. 84 E. 57 poles to a white oak 16 in. dia, I. B. bear cor., 10 poles to a post 67½ miles mile station, continue S. 84 E. 52 poles; thence N. 71 E. 17 poles, b. oak 27 in. dia., I. B.; thence N. 71 E. 23 poles; thence N. 45 E. 54 poles to a rock, formerly a white oak; thence S. 77 E. 14 poles 68 mile station post, continue S. 77 E. 24 poles; thence N. 76 E. 20 poles to a road leading from Waynesville to Quallatown, bear cor. 16 poles to a rock; thence S. 49 E. 14 poles; thence N. 76 E. 75 poles, a chestnut 16 in. dia., I. B. bear cor. 11 poles 68½ mile station post; continue N. 76 E. 94 poles; thence S. 74 E. 66 poles 69 mile station post; continue S. 74 E. 26 poles to a b. oak 36 in dia., I. B. bear cor., 23 poles to a brook 5 links wide, bear cor. 55 poles to a small red oak on side of a mountain, former call 3 pines; thence S. 44 E. 56 poles, post of 69½ mile station, continue S. 44 E. 137 poles to a small chestnut on side of mountain; thence S. 87 W. 25 poles post, 70 mile station; continue thence S. 87 W. 160 poles post 70½ mile station; thence S.

87 W. 160 poles post of 71 mile station, continue S. 87 W. 45 poles to a small white oak N. 77 W. 115 poles, post of 71½ mile station, continue N. 12 W. 41 poles; thence W. 22 poles to a road running from Waynesville to Quallatown; thence W. 97 poles, post of 72 mile station, continue S. 60 W. 28 poles to a post oak 26 in. dia I. B.; thence S. 35 W. 37 poles to a white oak 26 in. dia. I. B. bear cor. 9 poles to a sourwood in the Meggs and Freeman line. Closing, beginning on a double white oak on top of a divide in old boundary line, from which a post oak 7 in dia. bears S. 42 W. 14 links dist. and a b. oak 6 in. dia. bears N. 40 E. 11 links dist. Here leave the boundary line S. 34 E. 40 poles to a post oak on the divide; thence S. 44 E. 164 poles to a white oak on top of a high knob; thence N. 77 E. 50 poles to a Spanish oak on divide; thence N. 56 E. 23 poles to a Spanish oak on top of divide; thence N. 83 E. 24 poles, set a post on top of a knob from which a Spanish oak 6 in. dia., bears S. 73 W. 42 links dist., and a Spanish oak 14 in. dia., bears N. 50 E. 34 links dist.; thence N. 28 E. 10 poles to a small b. oak on top of divide; thence N. 83 E. 41 poles to a b. oak on top of divide near where the boundary lines crosses the divide; thence S. 50 E. leaving divide 143 poles to a small white oak near L. L. Sherrill's house; thence S. 22 E. 20 poles to a small sourwood cor. of old boundary and Meggs and Freeman's line. This tract contains four hundred and one and one-quarter acres after deducting the number of acres of land within this tract awarded by Barringer, Dillard, and Ruffin, arbitrators (in the suit of the Eastern Band of Cherokees *vs.* W. H. Thomas *et al.*, in the U. S. circuit court for the western dist. of North Carolina, at November term, 1874), to the heirs of Charlie Hornbuckle, Chu-lo-gu-lah (or Cloud), Sa-lo-lu-netah (or Young Squirrel), Wilson Reed, and Jenne Reed, according to the survey of said individual tracts in 1875, by M. S. Temple, U. S. deputy surveyor, and embraced in his report to the Commissioner of the U. S. General Land Office dated January 13, 1876.

53. The land awarded to "Too-nah-lu-yah" (this is Too-nah-lu-keh or "Stump"), situate on San-teet-la Creek and known as the "Stump tract," in Graham Co., N. C., bounded and more particularly described as follows, viz: Beginning at a hickory in the line of No. 20 running N. 100 poles to a hickory; thence west 160 poles to a stake; thence south 100 poles to a stake in the line of No. 8, then with that line East 160 poles to beginning, containing one hundred acres.

54. The land embraced in State grant No. 1747, in district number nine, in Graham Co., N. C., on the waters of Snowbird Creek, bounded and more particularly described as follows, viz: Beginning on a large chestnut in the line of No. 362 and runs N. 53 W. 180 poles to a stake; thence S. 80 poles to a stake; thence S. 53 E. 180 poles to a stake; thence N. 90 poles to the beginning, containing one hundred acres.

55. The lot or tract of land joining the lands of Mercer Fain on the N. side of Valley River, being tract No. 16, in district number six, in Cherokee Co., N. C., bounded and more particularly described as follows, viz: Beginning at a locust on top of mountain between Valley River and Hanging Dog in the line of No. 15, from which a hickory 12 in. dia. bears N. 15 W. 11 links dist., and a b. oak 16 in. dia. bears N. 32 E. 38 links dist.; thence W. 15 poles to a chestnut oak, cor. 2, thence N. 160 poles to a stake, cor. on a chestnut, cor. 3; thence E. 75 poles to a sourwood N. W. cor. of No. 14; thence S. with the line of No. 14 160 poles to cor.; thence W. with the line of No. 15 sixty poles to beginning, containing seventy-five acres.

56. One tract of six hundred and forty acres lying on the south side of the Tennessee River at the Culertson Ford in Swaine Co., N. C., bounded and more particularly described as follows, viz: Beginning on black oak on bank of river 4 poles below the Ft. Lindsay Ford, running thence with the old treaty line S. 65 E. 92 poles to a turn; thence S. 35 E. 66 poles to a turn on the ridge; thence S. 25 W. 24 poles to a turn; thence S. 75 E. 76 poles to a turn in the ridge; thence S. 40 E. 24 poles to a turn in the ridge; thence N. 50 E. 36 poles to a turn; thence S. 70 E. 48 poles to a turn; thence S. 25 E. 34 poles to a Spanish oak on the said treaty line; thence N. 50 E. 100 poles to a turn; thence S. 45 E. 360 poles to a stake on said line; thence N. 370 poles to a stake bank of Tennessee River; thence down said river with its meanders 590 poles to the beginning, containing six hundred and forty acres, be the same more or less, according to a survey made in 1838.

57. One fifty-acre tract lying on the east side of Newton's Mill Creek joining lands of Uriah Cooper and the Qualla boundary, in Swaine Co., N. C., bounded and more particularly described as follows, viz: Beginning on the E. bank of said creek at a white oak sapling on line of No. 89; thence E. with said line of No. 89 85 poles to a hickory; thence N. 30 E. 52 poles to a white oak on the side of a ridge cor. of No. 91; thence N. with line of No. 91 58 poles to a hickory; thence E. 86 poles to a maple on the E. bank of said Newton's Mill Creek; thence down with the meanders of the creek to the beginning, containing fifty acres.

58. One piece or parcel of land in the Cathcart or Brown entry outside of the Qualla boundary and joining the same, in Swain Co., N. C., bounded, more particularly described, as follows, viz: Beginning at the post where the northwest line of the Cathcart or Brown survey crosses the Qualla boundary line, said post being N. 60 W. 5

chains and 37 links from the 34th-mile station in the Qualla boundary line, from which a white oak 15 in. dia. bears N. 50 E. 20 links dist., and a Spanish oak 6 in. dia. bears S. 60 W. 29 links dist.; a white oak 12 in. dia. bears S. 36 links dist.; a chestnut 6 in. dia. bears S. 10 E. 27 links dist.; a Spanish oak 6 in. dia. bears S. 40 E. 25 links dist.; a locust 6 in. dia. bears N. 28 links dist; thence S. 47½ W., formerly S. 45 W. 562 poles with said Cathcart line to a stake in said line; thence S. 42½ east 575 poles to the Qualla boundary line between the 37 and 36½ mile stations in said line; thence in a northerly direction with the said Qualla boundary line to the beginning, containing twelve hundred and thirty (1,230) acres.

59. One tract embracing the "Amanda Gaither Cove," joining Scroop Enloe and W. H. Thomas' lands and Qualla boundary in Jackson Co., N. C., bounded and more particularly described as follows, viz: Beginning at a post on top of the ridge which forms the western boundary of said cove at the point where Ah-ma-cha-na's line crosses said ridge running S. 22 E. 24 poles to a chestnut oak corner of I. B., passing 63½ mile station at 3 poles; thence S. 40 E. 24 poles to a Spanish oak cor. I. B.; thence S. 16 W. 62 poles to a locust corner of I. B.; then S. 43 W. 60 poles to a b. oak, passing the 63 mile station at 52 poles; then with the top of main mountain S. 40 E. 49 poles to a hickory on top of mountain; then down the ridge which forms the eastern boundary of said cove N. 63 E. 20 poles to a stake N. 88 E. 14 poles to a large c. oak, N. 52 E. 36 poles to S. oak; then N. 50 E. 56 poles to a b. gum, N. 27 E. 20 poles to a stake; then S. 78 E. 12 poles to a S. oak, N. 72 E. 10 poles to a c. oak in Enloe's line; then with his line N. 34 W. 64 poles to a locust; then N. 45 E. 42 poles to a S. oak in I. B., crossing Soco at poles; then with I. B. N. 60 W. 82 poles to a post I. B.; then W. 6 poles to a stake crossing Soco; then down said creek as it meanders N. 55 W. 48 poles to the mouth of said creek; then down Ocona-Lufty River 58 poles to a watered oak corner of I. B.; then S. 28 E. 60 poles to a white walnut; then S. 28 W. 21 poles to a white oak; then S. 40 E. 10 poles to a S. oak; then S. 14 E. 6 poles to the beginning, containing one hundred and twenty-eight acres.

60. One tract known as the "Thomas Mill Tract," lying across Soco Creek, joining Qualla boundary, in Jackson Co., N. C., bounded and more particularly described as follows, viz: Beginning at a black oak on the ridge between Soco Creek and Ocona-Lufty River at a point where Scroop Enloe's line intersects the Indian boundary, and running with the boundary line 80 poles to a Spanish oak on the top of ridge, passing the 65 mile station at 26 poles; then with the top of said ridge N. 12 E. 38 poles to a stake; then N. 45 E. 18 poles to a stake corner of I. B.; then S. 70 E. 36 poles to a sycamore on the west bank of Soco Creek; then up the creek N. 25 E. 16 to the 65½ mile station; then E. 34 poles to a post at the ford of Soco; then S., crossing the creek, 70 poles to a S. oak on top of a knob corner of I. B. S. 22 E. 10 poles to a stake; then S. 60 E. 40 poles to corner of I. B.; then S. 65 W. 21 poles to the beginning, containing forty-three acres.

61. Entry five hundred and sixty, known as the "3,200-acre tract," lying on the S. side af the Tuckaseege River, in Swaine Co., N. C., joining lands of Abel Hyatt, Willgeeske's heirs, John Cooper, James Gibbs, and others, bounded and more particularly described as follows, viz: Beginning on a black walnut on the bank of a branch on the S. of Tuckaseege River opposite Mark Coleman's; runs thence N. 30 W. 72 poles to a white walnut on the bank of the river at the mouth of the falls branch, passing the falls at 20 poles; thence up with the meanders of Tuckaseege River on the S. side 980 poles to a water birch on the bank; thence N. 80 E., crossing the river 12 poles to a black gum on the N. bank, 18 poles below the falls at the upper end of J. M. Bird's farm; thence up with the meanders of the N. side 320 poles to a Spanish oak on the bank opposite a large island in the river; thence S. 20 E. crossing the river 20 poles to a large maple on the S. side of said river, the lower cor. of No. 19, Gibb's corner; thence with Gibb's line 274 poles to a large pine in the line of No. 90; Thence with that tract N. 55 W. 20 poles to a Spanish oak in a hollow; thence S. 15 W. 146 poles to a locust, passing three small branches; thence with the line of No. 91 S. 90 poles to a dogwood on the side of a hill; thence E. 22 poles to a birch at the S. W. corner of No. 91; thence S. 31 E. 176 poles to a white oak, the N. E. cor. of No. 1525; thence with said tract S. 70 W. 30 poles to a Spanish oak; thence S. 60 W. 156 poles to a stake cor. of 1525; thence S. 13 E. 234 poles to a Spanish oak cor. of two tracts, Nos. 95 and 97; thence N. 55 W. 200 poles to a scrubby chestnut oak near the top of a ridge; thence S. 75 W. 98 poles to a Spanish oak on a ridge; thence S. 30 W. 60 poles to a hickory; thence S. 48 E. 35 poles to a large chestnut near a branch, the beginning of No. 97; thence S. 65 W. 40 poles to a maple; thence S. 10 W. 80 poles to a Spanish oak in a cove; thence S. 75 E. 72 poles to a small black oak on a ridge; thence S. 40 W. 96 poles to a scrubby Spanish oak on top of a mountain; thence S. 85 W. 136 poles to a small black oak on the top of a ridge; thence S. 30 W. 106 poles to a black oak on top of a ridge on a cliff known as the Rattlesnake Den; thence S. 15 W. 40 poles to a chestnut on a ridge in the old county line between Jackson and Macon; thence with the said old county line 820 poles to a small black oak on the top of the mountain S. 25 W. from Britton Medlin's, passing

the Sherrill Gap at 650 poles; thence leaving the old county line, running around lands of Brit. Medlin, Shuler, and Brendle, leaving them on the outside, N. 74 poles to a Spanish oak on the top of a ridge; thence N. 24 E. 58 poles to 3 large pines on the top of a ridge; thence N. 5 E. 155 poles to a large white oak near the top of a ridge; thence N. 75 E. 36 poles to a Spanish oak on a ridge; thence E. 72 poles to large black oak in Johnson Kirkland's line; thence S. 70 E. with Kirkland's line 32 poles to a poplar, Kirkland's corner; thence N. 25 E. 50 poles to a stake; thence S. 55 E. 34 poles to a scrubby hickory on mountain side in Wm. Kirkland's line; thence with that line W. 22 poles to a pine to Kirkland's corner; thence S. 64 poles to a pine; thence E. 126 poles to a bunch of small lynns on the creek bank; thence N. 64 poles to a small hickory and Spanish oak; thence W. 32 poles to a locust, beginning cor. of James Kirkland; thence N. 45 E. with James Kirkland's line 35 poles to a Spanish oak on the creek bank; thence S. 40 E. 144 poles to a large chestnut oak; thence N. 45 E. 128 poles to a black oak; thence N. 40 W. 68 poles to a Spanish oak; thence N. 85 E. 120 poles to a pine; thence N. 24 W. 105 poles to a black oak, corner of 1173, on the bank of a creek, in the line of No. 1172; thence with tract No. 1173 S. 75 E. 173 poles to a stake; thence N. 84 E. 63 poles to a stake; thence N. 58 W. 74 poles to two chestnut oaks; thence N. 58 W. 62 poles to a hickory; thence W. 30 poles to a chestnut oak; thence N. 90 poles to a black oak in a hollow; thence W. 68 poles to a small black oak in a hollow, cor. of tract No. 4825; thence with the line of that tract N. 52 poles to a small hickory; thence N. 45 W. 14 poles to a white oak below Baggs' Cove; thence N. 26 E. 66 poles to a large ash on the S. bank of Tuckaseege River; thence up with the meanders of the river 64 poles to a bellwood; thence S. 31 E. 73 poles to the beginning, containing two thousand seven hundred and eighty acres. In this conveyance it is intended to convey only the lands embraced in said entry No. 560 agreeably to the State grant and survey thereof, which excluded deeded lands defined by metes and bounds within the boundary of said entry which belong mostly to the persons named above as owning joining lands, comprising eleven tracts, embracing 1,009¼ acres; then also excluding (320) three hundred and twenty acres from said entry No. 560, a survey of which has been ordered by the superior court of Swaine Co., N. C., to use and benefit of Sarah A. Burchfield, which said court confines to 320 acres joining Abel Hyatt's lands within the boundary of the grant from the State; also excluding one hundred acres on both sides of Skeekee's Branch, awarded by Barringer, Dillard, and Ruffin, arbitrators, October 23, 1874, to the heirs of an Indian named Littlejohn, leaving of said entry No. 560 two thousand seven hundred and eighty acres, and embraced in this indenture as aforesaid.

62. Tract number six, in district number twelve, in Swaine County, N. C., bounded and more particularly described as follows, viz: Beginning on a post oak the S. W. cor. of No. 4 and runs S. 8 W. 110 poles to a black oak in the gap of a ridge; thence S. 42 E. 54 poles to a pine on the bank of Tennessee River; thence down the meanders of the river to percimmon on the bank of the river the upper corner of No. 3; thence N. 8 E. with that line 119 poles to a white oak; thence N. 82 W. 92 poles to the beginning, containing seventy-three acres.

63. Tract number nine in district number twelve in Swaine Co., N. C., bounded and more particularly described as follows, viz: Beginning on a post oak the N. W. cor. of No. 8 and runs S. 82 E. 166 poles to a stake on the bank of Tennessee River; thence up the river to a stake, the lower corner of No. 4; thence S. 8 W. 73 poles to a Spanish oak; thence N. 82 W. 220 poles to a black oak; thence N. 8 E. 115 poles to the beginning, containing one hundred and thirty acres.

64. Tract number ten, in district number twelve, in Swaine Co., N. C., bounded and more particularly described as follows, viz: Beginning on a white oak the N. W. cor. of No. 7 and runs N. 82 W. 80 poles to a Spanish oak; thence N. 8 E. 102 poles to a pine; thence S. 82 E. 80 poles to a stake and pointers, N. W. cor. of No. 9; thence S. 8 W. 102 poles to the beginning, containing fifty-one acres.

65. Tract number eleven, in district twelve, in Swaine Co., N. C., bounded and more particularly described as follows, viz: Beginning on a post oak and runs N. 82 W. 80 poles to a turkey oak; thence S. 8 W. 132 poles to a stake; thence S. 82 E. 80 poles to a Spanish oak, the S. W. cor. of No. 10; thence N. 8 E. 132 poles to the beginning, containing sixty-six acres.

66. Tract number thirteen, in district number twelve, in Swaine Co., N. C., bounded and more particularly described as follows, viz: Beginning on a beach on the S. E. bank of Tennessee River near the lower point of an island and runs S. 8 W. 42 poles to a black oak; thence S. 84 E. 42 poles to a black oak; thence S. 8 W. 33 poles to a black oak; thence S. 79 E. 68 poles to a chestnut on W. bank of Nantahala River 18 poles above its mouth; thence down the river passing its junction to the beginning, containing fifty-eight acres.

67. Tract number forty-one, in district number twelve, in Swaine Co., N. C., bounded and more particularly described as follows, viz: Beginning on a maple on the N. W. bank of Nantahala River at the lower point of an island and runs S. 46 W. 124 poles to a chestnut S. E. cor. of No. 40; thence S. 61 E. 120 poles to a stake;

thence N. 19 E. 70 poles to a Spanish oak on the bank of river; thence down the main northern sluice of the river to the beginning, containing sixty-five acres.

68. Tract number forty-four, in district number twelve, in Swain Co., N. C., bounded and more particularly described as follows, viz: Beginning on a chestnut S. E. cor. of No. 40, and runs S. 29 W. 160 poles to a Spanish oak; thence N. 61 W. 66 poles to a black gum; thence N. 29 E. 160 poles to a locust on the line of No. 40; thence S. 61 E. 66 poles to the beginning, containing sixty-six acres. The said several tracts hereinbefore mentioned containing in the aggregate fifteen thousand two hundred and eleven and one-fourth acres more or less.

Together with all the improvements, ways, easements, rights, privileges, appurtenances, and hereditaments to same belonging or in anywise appertaining, and all the remainders, reversions, rents, issues, and profits thereof; all the estate, right, title, interest, claim, and demand whatsoever, either at law or in equity, of the said parties of the first part, of, in, to, or out of the said pieces or parcels of land and premises; to have and to hold the said pieces or parcels of land and premises, with the appurtenances, unto the said party of the second part, the Commissioner of Indian Affairs and his successors in office, as trustee for the use and benefit of the Eastern Band of Cherokee Indians of the State of North Carolina forever; and the said William Johnston and his wife, Lucinda M. Johnston, for themselves, their heirs, executors, and administrators, do hereby covenant, promise, and agree to and with the said party of the second part that they and their heirs shall and will warrant and forever defend the said pieces or parcels of land and premises and appurtenances free and discharged from the lawful claims of all parties claiming the same by, through, or under them, or either of them, and no further; and the said William L. Hilliard, as guardian aforesaid, does hereby convey all the right, title, and interest of the said William H. Thomas in and to said lands, and does hereby covenant, promise, and agree that he will warrant and forever defend the said pieces or parcels of land free and discharged from all claims of all persons claiming same by, through, or under him or said Thomas and his heirs, so far as he is authorized and required by virtue of his office as guardian under said order of the probate court of Jackson Co., N. C., and no further, and the said James W. Terrell and Thomas D. Johnston, for themselves as commissioners under the aforesaid award and order of court, and also as agents and attorneys as aforesaid, hereby covenant, promise, and agree that they will warrant and forever defend the said pieces or parcels of land free and discharged from the claims of all persons claiming same by, through, or under them, so far as they are authorized and required to do by virtue of their offices as commissioners and agents and attorneys aforesaid, and no further.

In testimony whereof the said parties of the first part have hereunto set their hands and seals this 14th day of August, A. D. 1880.

WM. JOHNSTON. [SEAL.]
LUCINDA M. JOHNSTON. [SEAL.]
W. L. HILLIARD, *Guardian.* [L. S.]
JAS. W. TERRELL,
Comm'r and Attorney for W. H. Thomas.
THOS. D. JOHNSTON, [SEAL.]
Comm'r & Att'y for W. H. Thomas.

In probate court.

NORTH CAROLINA,
Buncombe Co.:

I, E. W. Herndon, probate judge for county and State aforesaid, do hereby certify that William Johnston and wife, Lucinda M. Johnston, and William L. Hilliard, guardian of William H. Thomas, as aforesaid, of Buncombe Co., State of North Carolina, personally appeared before me this 14th day of August, 1880, and acknowledged the due execution of the annexed deed of conveyance, and the said Lucinda M. Johnston, being by me privately examined, separate and apart from her said husband, touching her voluntary execution of the same, doth state that she signed the same freely and voluntarily, without fear or compulsion of her said husband, or any other person, and that she doth still voluntarily assent thereto. Also, at the same time and place, personally appeared before me James W. Terrell, of Jackson Co., N. C., and Thomas D. Johnston, of Buncombe Co., N. C., commissioners and attorneys as aforesaid, and acknowledged the due execution of the annexed deed of conveyance. Therefore, let the same, with this certificate, be registered. Given under my hand and official seal.

[SEAL.] E. W. HERNDON,
Judge of Probate.

In the probate court.

SWAIN COUNTY:

It is adjudged that the foregoing certificate of probate by E. W. Herndon, probate

judge of Buncombe County, is correct and genuine. Therefore, let the deed, with the certificate of probate, be registered in Swain County. This Sept. 11th, 1880.

SAM. B. GIBSON,
Probate Judge.

REGISTER'S OFFICE OF SWAIN COUNTY, NORTH CAROLINA.

I, T. H. Parrish, register of deeds for said county, do certify that the foregoing deed, with certificates of probates, was duly registered in this office in book "B," No. "2," beginning on page 342, and ending on page 375, this the 14th day of Sept., A. D. 1880.

T. H. PARRISH,
Register of Deeds for said County.

In the probate court.

STATE OF NORTH CAROLINA,
Jackson County:

I, A. M. Parker, probate judge and clerk superior court of Jackson County, do adjudge from the certificate and seal of E. W. Herndon, clerk & probate judge of Buncombe County, North Carolina, to be correct. Therefore, let this deed with the certificates be registered this 1st day of October, 1880.

A. M. PARKER,
Probate Judge.

OFFICE OF REGISTER OF DEEDS, *Oct.* 1, 1880.

STATE OF NORTH CAROLINA,
Jackson County:

The within deed and certificates were this day duly registered on pages 374 to 403 inclusive, book G.

A. J. LONG,
Register of Deeds.

OFFICE JUDGE OF PROBATE.

NORTH CAROLINA,
Graham County:

It is adjudged that the foregoing certificate of probate by E. W. Herndon, probate judge of Buncombe County, is correct and genuine.

Therefore, let the said deed together with certificates of probate be registered in our county of Graham.

JOHN G. TATHAM,
Probate Judge, Graham County.

OFFICE OF REGISTER OF DEEDS.

NORTH CAROLINA,
Graham County:

I, W. F. Manney, reg. of deeds for and in said county of Graham, certify that the foregoing deed of conveyance together with certificates were duly registered in the register's office, in said county of Graham, in book B, commencing on page 1st and ending on page 32.

This October the 29, 1880.

W. F. MANNEY,
Register of Deeds, Graham County.

OFFICE OF JUDGE OF PROBATE, *November* 1, 1880.

STATE OF NORTH CAROLINA,
Cherokee County:

I, Jas. C. Axley, judge of probate in and for said county, do hereby adjudge that the foregoing deed is duly acknowledged.

Therefore let the same be registered.

Given under my hand at office in Murphy, the date above written.

JAS. C. AXLEY,
Judge of Probate.

The foregoing deed and certificates came to hand November the 1st, 1880, and were registered in book R, beginning on the page number 28, and ending on page 62.

J. W. HENNESO,
Register of Deeds, Cherokee County.

GRAHAM COUNTY

District № 5

District № 6

District № 7

District № 1

CLAY COUNTY

HIWASSEE RIVER

LITTLE MURPHY

Suggested to be an ordered County Line

Note: Lots bordered by yellow tint belong to M. S. Temple Contract of 1875. Lots 02, 03, 04 and 05 lie in Macon County, N.C.

MAP

OF

DISTRICTS NOS 1.5.6.&7

IN

CHEROKEE COUNTY. N. C.

SURVEYED IN 1878

BY

W. S. Temple

U.S. Surveyor.

State Line
County Line
District Line
Connecting Line

Department of the Interior
General Land Office.
Washington, D.C. October 19 1878

This map of the survey of the Exterior lines of Thirty three (33) Tracts of Cherokee lands in Cherokee County North Carolina, surveyed by M. S. Temple U.S. Deputy Surveyor, under his Contract of April 8th 1878, being in accordance with the field notes of the survey there of on file in this office, which have been examined and approved.

Signed: J. A. Williamson

Commissioner.

HOUSE EX. DOC. No. 196, 1st SESS., 47th CONG.